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- San Bernardino County Transportation Commission •San Bernardino County Transportation Authority
  - San Bernardino County Congestion Management Agency •Service Authority for Freeway Emergencies
- 

## AGENDA

### Board of Directors Meeting

**November 1, 2006**

**Start Time: 9:30 a.m.**

#### LOCATION

**San Bernardino Associated Governments  
Santa Fe Depot - SANBAG Lobby 1st Floor  
1170 W. 3rd Street, San Bernardino, CA**

#### Board of Directors

##### President

Dennis Hansberger, Supervisor,  
*County of San Bernardino*

##### Vice-President

James Lindley, Council Member,  
*City of Hesperia*

Jim Nehmens, Mayor  
*City of Adelanto*

Rick Roelle, Mayor Pro Tem  
*Town of Apple Valley*

Lawrence Dale, Mayor  
*City of Barstow*

Darrell Mulvihill, Council Member  
*City of Big Bear Lake*

Dennis Yates, Mayor  
*City of Chino*

Gwenn Norton-Perry, Mayor Pro Tem  
*City of Chino Hills*

Deirdre Bennett, Mayor  
*City of Colton*

Mark Nuaimi, Mayor  
*City of Fontana*

Bea Cortes, Mayor Pro Tem  
*City of Grand Terrace*

Larry McCallon, Council Member  
*City of Highland*

Robert Christman, Mayor  
*City of Loma Linda*

Paul Eaton, Mayor  
*City of Montclair*

Rebecca Valentine, Council Member  
*City of Needles*

Alan Wapner, Mayor Pro Tem  
*City of Ontario*

Diane Williams, Mayor Pro Tem  
*City of Rancho Cucamonga*

Pat Gilbreath, Mayor Pro Tem  
*City of Redlands*

Grace Vargas, Mayor  
*City of Rialto*

Pat Morris, Mayor  
*City of San Bernardino*

Kevin Cole, Mayor  
*City of Twentynine Palms*

John Pomierski, Mayor  
*City of Upland*

Mike Rothschild, Mayor  
*City of Victorville*

Richard Riddell, Mayor  
*City of Yucaipa*

Paul Cook, Mayor  
*Town of Yucca Valley*

Paul Biane, Supervisor  
*County of San Bernardino*

Bill Postmus, Supervisor  
*County of San Bernardino*

Josie Gonzales, Supervisor  
*County of San Bernardino*

Gary Ovitt, Supervisor  
*County of San Bernardino*

Michael Perovich, Caltrans  
*Ex-Officio Member*

Tony Grasso  
*Executive Director*

*San Bernardino Associated Governments (SANBAG) is a council of governments formed in 1973 by joint powers agreement of the cities and the County of San Bernardino. SANBAG is governed by a Board of Directors consisting of a mayor or designated council member from each of the twenty-four cities in San Bernardino County and the five members of the San Bernardino County Board of Supervisors.*

*In addition to SANBAG, the composition of the SANBAG Board of Directors also serves as the governing board for several separate legal entities listed below:*

***The San Bernardino County Transportation Commission**, which is responsible for short and long range transportation planning within San Bernardino County, including coordination and approval of all public mass transit service, approval of all capital development projects for public transit and highway projects, and determination of staging and scheduling of construction relative to all transportation improvement projects in the Transportation Improvement Program.*

***The San Bernardino County Transportation Authority**, which is responsible for administration of the voter-approved half-cent transportation transactions and use tax levied in the County of San Bernardino.*

***The Service Authority for Freeway Emergencies**, which is responsible for the administration and operation of a motorist aid system of call boxes on State freeways and highways within San Bernardino County.*

***The Congestion Management Agency**, which analyzes the performance level of the regional transportation system in a manner which ensures consideration of the impacts from new development and promotes air quality through implementation of strategies in the adopted air quality plans.*

***As a Subregional Planning Agency**, SANBAG represents the San Bernardino County subregion and assists the Southern California Association of Governments in carrying out its functions as the metropolitan planning organization. SANBAG performs studies and develops consensus relative to regional growth forecasts, regional transportation plans, and mobile source components of the air quality plans.*

*Items which appear on the monthly Board of Directors agenda are subjects of one or more of the listed legal authorities. For ease of understanding and timeliness, the agenda items for all of these entities are consolidated on one agenda. Documents contained in the agenda package are clearly marked with the appropriate legal entity.*

**San Bernardino Associated Governments  
County Transportation Commission  
County Transportation Authority  
County Congestion Management Agency  
Service Authority for Freeway Emergencies**

**Board of Directors**

**AGENDA**

**November 1, 2006  
9:30 a.m.**

**Location:**

**San Bernardino Associated Governments  
Santa Fe Depot  
SANBAG Lobby, 1st Floor  
1170 W. 3rd Street, San Bernardino**

To obtain additional information on any items, please contact the staff person listed under each item. You are encouraged to obtain any clarifying information prior to the meeting to allow the Board to move expeditiously in its deliberations. Additional meeting procedures and agenda explanations are attached to the end of this agenda.

Call to Order - 9:30 a.m.  
(Meeting chaired by Dennis Hansberger)

- I. Pledge of Allegiance
- II. Attendance
- III. Announcements  
Change of January meeting date to January 10, 2007
- IV. Agenda Notices/Modifications – Vicki Watson

***Notes/Actions:***

1. Possible Conflict of Interest Issues for the Board Meeting of Pg. 8  
November 1, 2006.

Note agenda item contractors, subcontractors and agents, which may require member abstentions due to conflict of interest and financial interests. Board Member abstentions shall be stated under this item for recordation on the appropriate item.

## **Consent Calendar**

Consent Calendar items shall be adopted by a single vote unless removed by Board member request. Items pulled from the consent calendar will be brought up under Agenda Item 18.

### **Administrative Matters**

2. **Board of Directors Attendance Roster** Pg. 10
3. **Procurement Report for September 2006** Pg. 14  
Receive Monthly Procurement Report. **Terrence J. McGuire**  
**This item was unanimously received by the Administrative Committee on October 11, 2006. (Meeting chaired by Jim Lindley)**
4. **Risk Management Consultant and Insurance Brokerage Services and Claim Adjustment Services Contracts** Pg. 16
  1. Approve Contract C07115 with Marsh Risk and Insurance Services for Risk Management Advisor, Consultant and Insurance Broker Services; and
  2. Approve Contract C07116 with Crawford Technical Services for General Liability Claim Adjustment Services in an amount not to exceed \$100,000 as indicated in the Financial Impact Section. **Terrence J. McGuire****This item was reviewed by the Administrative Committee on October 11, 2006 and unanimously recommended for approval. (Meeting chaired by Jim Lindley)**
5. **Measure I Pass-Through Recipient Audit Services** Pg. 35  
Approve Amendment No. 2 to Contract 06008, in the amount of \$10,000 with Miers & Miers, to provide for Measure I Pass-Through Fund audit contingency for audits performed for the years ending June 30, 2005 and 2006. **Deborah Barmack**  
**This item was reviewed by the Administrative Committee on October 11, 2006 and unanimously recommended for approval. (Meeting chaired by Jim Lindley)**

### **Regional & Quality of Life Programs**

6. **Growth forecasting for the 2007 Regional Housing Needs Assessment (RHNA) and 2007 Regional Transportation Plan (RTP)** Pg. 41  
Information only. **Steve Smith**  
**This item was reviewed by the Plans and Programs Policy Committee on October 18, 2006. (Meeting chaired by Paul Eaton)**



**Consent Calendar Continued....****Regional & Qualify of Life Programs (Cont.)****7. Award of Freeway Service Patrol (FSP) Tow Services Contracts** Pg. 53

Request approval to award four contracts for FSP tow services:

1. Contract No. C07028 to Al & Son's Towing, Inc. for FSP beat No. 4, for a three-year period not to exceed \$576,216, as well as two one-year options for these services, as outlined in the Financial Impact Section below;

2. Contract No. C07107 to Pepe's Towing Service, Inc. for FSP beat No. 6, for a three-year period not to exceed \$626,576, as well as two one-year options for these services, as outlined in the Financial Impact Section below;

3. Contract No. C07108 to JLM Towing Services, Inc. for FSP beat No. 7, for a three-year period not to exceed \$568,017, as well as two one-year options for these services, as outlined in the Financial Impact Section below;

4. Contract No. C07109 to Armada Transport, DBA Armada Towing for FSP beat No. 8, for a three-year period not to exceed \$571,531, as well as a two one-year option for these services, as outlined in the Financial Impact Section below. **Kelly Lynn**

Supervisor Biane and Supervisor Gonzales reported a conflict of interest regarding this item but left the meeting prior to the item being heard. This item was reviewed and unanimously recommended for approval by the remaining members of the Plans and Programs Committee on October 18, 2006. The contracts for all four tow operators have been approved as to form by legal counsel. *(Meeting chaired by Paul Eaton)*

**Subregional Transportation Planning & Programming****8. Amendments to the Development Mitigation Nexus Study** Pg. 90

Approve amendments to the Development Mitigation Nexus Study. **Ryan Graham**

This item was reviewed and unanimously recommended for approval by the Plans and Programs Policy Committee on October 18, 2006. *(Meeting chaired by Paul Eaton)*

**9. Work Trip Travel Patterns for Jurisdictions in San Bernardino County** Pg. 93

Information on the Work Trip Travel Patterns for Jurisdictions in San Bernardino County. **Ryan Graham**

This item was reviewed by the Plans and Programs Committee on October 18, 2006. *(Meeting chaired by Paul Eaton)*

**Consent Calendar Continued....**

**Project Development**

10. **Award of Contract No. 06-045 with David Evans and Associates for I-215 5<sup>th</sup> Street Overcrossing Construction Staking services** Pg. 148

Award of Contract No. 06-045 with David Evans and Associates for I-215 5<sup>th</sup> Street Overcrossing Construction Staking services in the amount of \$1,301,719 as detailed in the Financial Impact Section. **Darren Kettle**

**This item was reviewed and unanimously recommended for approval by the Major Projects Committee on October 12, 2006. (Meeting chaired by John Pomierski)**

11. **Award of Contract No. 06-044 with Ninyo & Moore for I-215 5<sup>th</sup> Street Overcrossing Materials Testing services** Pg. 166

Approve Contract No. 06-044 with Ninyo & Moore for I-215 5<sup>th</sup> Street Overcrossing Materials Testing services in the amount of \$467,500 as detailed in the Financial Impact Section. **Darren Kettle**

**This item was reviewed and unanimously recommended for approval by the Major Projects Committee on October 12, 2006. (Meeting chaired by John Pomierski)**

12. **Measure I 2010-2040 Major Freeway Project – Project Development Advancement** Pg. 181

1. Authorize advancement of Measure I Valley Major Projects Funds to initiate project development activities for the Interstate 10 HOV Lane Addition project and the Interstate 15/215 Devore Interchange project to be reimbursed from first available revenues from the Measure I 2010-2040 Valley Freeway Program and from the Measure I 2010-2040 Cajon Pass program, respectively, and

2. Approve budget amendment to the 2006/07 Budget increasing funding source revenues and expenditures in the following tasks:

TN 84507000	I-10 Corridor Project Development	\$500,000
TN 88007000	I-15/I-215 Devore Interchange	\$500,000

Revenue Source is Measure I Valley Major Projects funds, and

3. Authorize staff to release Request for Qualifications for project development activities for the I-10 HOV Lane Addition Preliminary Engineering and Environmental Document Preparation and the I-15/I-215 Devore Interchange Project Study Report and Preliminary Engineering and Environmental Document Preparation as two separate and distinct projects. **Darren Kettle**

**This item was reviewed and unanimously recommended for approval by the Major Projects Committee on October 12, 2006 and by the Mountain/Desert Committee on October 20, 2006. (Major Projects Committee meeting chaired by John Pomierski and Mountain/Desert Committee meeting chaired by Bill Postmus)**

**Consent Calendar Continued....**

**Transit/Commuter Rail**

13. Award of Contract C07027 – Preparation of a Public Transit-Human Services Transportation Coordination Plan for San Bernardino County Pg. 183

Award Contract C07027 - Preparation of a Public Transit-Human Services Transportation Coordination Plan for San Bernardino County to the firm of Transit Resource Center in an amount not to exceed \$149,790.00 as identified in the Financial Impact Section. **Mike Bair**

**This item was reviewed by the Plans and Programs Committee on October 18, 2006 and unanimously recommended for approval. (Meeting chaired by Paul Eaton)**

**Transportation Programs & Fund Administration**

14. Transportation Development Act (TDA) – Article 3 Call for Projects Pg. 193

Authorize the release of TDA Article 3 Call for Projects for 1) Transit Stop Access Improvement Projects and 2) Pedestrian and Bicycle Projects. **Mike Bair**

**This item was reviewed by the Plans and Programs Committee on October 18, 2006 and unanimously recommended for approval. (Meeting chaired by Paul Eaton)**

**DISCUSSION ITEMS**

**Program Support/Council of Govt.**

15. Federal Advocacy Report from Innovative Federal Strategies Pg. 208

Receive report. **Jennifer Franco**

**This item has not been received by a policy committee.**

16. South Coast Air Quality Management District (SCAQMD) Air Quality Management Plan Pg. 209

Receive report from SCAQMD and provide feedback. **Jennifer Franco**

**This item has not been reviewed by any policy committee.**

**Discussion Calendar Continued.....**

**Subregional Transportation Planning & Programming**

17. Update on local jurisdiction compliance with the SANBAG Development Mitigation Program Pg. 225

Information on status of local jurisdiction compliance with the SANBAG Development Mitigation Program. **Ryan Graham**

This item was reviewed by the Plans and Program Policy Committee on October 18, 2006. *(Meeting chaired by Paul Eaton)*

**Other Matters**

18. Consent Calendar Items Pulled for Discussion

Items pulled from the consent calendar shall be taken under this item in the order they were presented on the calendar.

**Comments from Board Members**

Brief Comments from Board of Directors

**Public Comment**

Brief Comments by the General Public

**ADJOURNMENT**

**Additional Information**

**Agency Reports/Committee Memberships**

Commuter Rail Report (*Unavailable At Time Of Mailing*) Pg.

Mayor Pro Tem Patricia Gilbreath

South Coast Air Quality Management Report Pg. 230

Mayor Dennis Yates

**SCAG Committees**

SCAG Regional Council Pg. 232

SCAG Policy Committees

Community, Economic and Human Development

Energy and Environment

Transportation and Communications

**SANBAG Policy Committees** Pg. 233

**Acronym List** Pg. 235

**Calendar of Events** Pg. 237

Complete packages of this agenda are available for public review at the SANBAG offices and our website: [www.sanbag.ca.gov](http://www.sanbag.ca.gov). Staff reports for items may be made available upon request. For additional information call, (909) 884-8276.

## Meeting Procedures and Rules of Conduct

### **Meeting Procedures**

The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the Board of Directors in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the Board of Directors and Policy Committees.

### **Accessibility**

The SANBAG meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk's telephone number is (909) 884-8276 and office is located at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, CA.

**Agendas** – All agendas are posted at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed at the SANBAG offices located at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino.

**Agenda Actions** – Items listed on both the "Consent Calendar" and "Items for Discussion" contain suggested actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken by two-thirds vote of the Board of Directors.

**Closed Session Agenda Items** – Consideration of closed session items *excludes* members of the public. These items include issues related to personnel, pending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the Chair will announce the subject matter of the closed session. If action is taken in closed session, the Chair may report the action to the public at the conclusion of the closed session.

**Public Testimony on an Item** – Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Board of Directors or Policy Committee Members should complete a "Request to Speak" form, provided at the rear of the meeting room, and present it to the SANBAG Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for *each* item when an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations.

The Consent Calendar is considered a single item, thus the three (3) minute rule applies. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.

**Agenda Times** – The Board is concerned that discussion take place in a timely and efficient manner. Agendas may be prepared with estimated times for categorical areas and certain topics to be discussed. These times may vary according to the length of presentation and amount of resulting discussion on agenda items.

**Public Comment** – At the end of the agenda, an opportunity is also provided for members of the public to speak on any subject within the Board's authority. *Matters raised under "Public Comment" may not be acted upon at that meeting. The time limits established in "Public Testimony on any Item" still apply.*

**Disruptive Conduct** – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive conduct includes addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board from conducting its meeting in an orderly manner. *Please be aware that a NO SMOKING policy has been established for meetings. Your cooperation is appreciated!*

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
 ■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

### AGENDA ITEM 1

**Date:** November 1, 2006

**Subject:** Information Relative to Possible Conflict of Interest

**Recommendation\*:** Note agenda items and contractors/subcontractors, which may require member abstentions due to possible conflicts of interest.

**Background:** In accordance with California Government Code 84308, members of the SANBAG Board may not participate in the any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual, except for the initial award of a competitively bid public works contract. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Principals & Agents	Subcontractors
4	C07115	Marsh Risk and Insurance Services <i>Craig Morris</i>	None
4	C07116	Crawford Technical Services <i>Patsy Good</i>	None
5	a060082	Miers & Miers <i>Jeff Miers</i>	None
7	C07-028	Al & Son's Towing, Inc. <i>Alfonso Solorio Sr., President</i>	None

\*

*Approved  
 Board of Directors*

*Date: November 1, 2006*

*Moved: Second:*

*In Favor: Opposed:*

*Witnessed: \_\_\_\_\_*

7	C07-107	Pepe's Towing Service, Inc. <i>Manuel Acosta, Secretary</i>	None
7	C07-108	JLM Towing Service Inc. <i>Moises Serrano, President</i>	None
7	C07-109	Armada Transport, DBA Armada Towing <i>Mohammed Hassan, President</i>	None
10	06-045	David Evans and Associates <i>Cliff Simental</i>	None
11	06-046	Ninyo & Moore <i>Jalal Vakili</i>	CHJ
13	C07027	Transit Resource Center <i>Edward W. Pigman</i>	Transit Marketing <i>Selena Barlow</i>  The Center for Neighborhood Technology <i>Scott Bernstein</i>

**Financial Impact:** This item has no direct impact on the SANBAG budget.

**Reviewed By:** This item is prepared monthly for review by SANBAG Board and Committee members.

# BOARD OF DIRECTORS ATTENDANCE ROSTER - 2006

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Gary Ovitt			X	X	X	X	X	X	X	X		
Bill Postmus			X		X			X				
Paul Biane	X	X	X			X			X			
Dennis Hansberger	X	X	X	X	X	X	X	X	X	X		
Josie Gonzales	X	X	X	X		X		X	X			
Jim Nehmens	X	X	X		X	X		X	X	X		
Rick Roelle	X	X	X	X	X	X	X	X	X	X		
Lawrence E. Dale	X	X	X		X	X	X	X	X	X		
Darrell Mulvihill	X	X				X		X	X			
Dennis Yates	X	X	X	X	X	X	X	X	X	X		
Gwenn Norton-Perry	X		*	X	*	X	X	X	X	*		
Deirdre Bennett	X	X	X	X	X	X	X	X	X	X		
Kelly Chastain	X	X	X	X	X	X	X	X	X	X		
Mark Nuaimi	X	X	X	X	X	X	X	X	X	X		
Bea Cortes	X	X	X	X	X	X	X	X	X	X		
James Lindley	X	X	X	X	X	X	X	X	X	X		
Larry McCallon	X	X	X	X	X	X	X	X	X	X		

X - indicates member attended meeting. \* - indicates alternate member attended Xmeeting. Crossed out box indicates member is not a Board Member.



# **BOARD OF DIRECTORS ATTENDANCE ROSTER – 2006**

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Robert Christman	X	X	X	X	X	X	X	X	X	X		
Paul Eaton	X	X	X	*	X	X	X	X	X	X		
Rebecca Valentine	X	X	X	X	X	X	X	X	X	X		
Alan Wapner	X	X	X		X	X	X	X	X	X		
Diane Williams	X	X	X	X	X	X	X	X	X	X		
Pat Gilbreath	X	X	X	X	X		X	X	X	X		
Grace Vargas	X	X	X	X		X	X	X	X	X		
Judith Valles	X	X	X	X	X	X	X	X	X	X		
Patrick Morris	X	X	X	X	X	X	X	X	X	X		
Kevin Cole	X	X	X			X	X		X			
John Pomierski	X		X	X	X	X		X	X			
Mike Rothschild	X	X	X	X	X	X	X	X	X	X		
Dick Riddell	X	X	X	X	X	X	X	X	X	X		
Paul Cook	X	X	X	X	X	X	*	X	X	X		
Michael Perovich Ex-Official Member	X	*	X	*	X	X	X	*	X	X		

X - indicates member attended meeting. \* - indicates alternate member attended meeting. Crossed out box indicates member is not a Board Member.

# BOARD OF DIRECTORS ATTENDANCE ROSTER - 2005

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Gary Ovitt	X	X	X	X	X	X	X	X	X	X	X	X
Bill Postmus	X	X	X	X	X	X	X		X	X	X	X
Paul Blanc	X	X	X	X	X	X		X				
Dennis Hansberger	X	X	X	X	X	X		X	X		X	X
Josie Gonzales	X	X	X	X	X	X		X	X	X	X	X
Jim Nehmens	X	X	X	X	X	X		X	X	X	X	X
Rick Roelle	X	X	X	X	*	X	X	X	X	X		
Lawrence E. Dale	X	X	X	X	X	X	X		X	X	X	X
Darrell Mulvihill		X	X	X	X	X	X	X	X		X	X
Dennis Yates	X	X	X	X	X	X	X	X	X	X	X	X
Gwenn Norton-Perry	X				X	X	X	X	X	X	X	*
Kelly Chastain	X	X	X	X	X	X	X	X	X		X	X
Mark Nuaimi	X	X	X	X	X	X	*	X	X	X	X	X
Bea Cortes	X		X	X	X	X	X	X	X		X	X
James Lindley	X	X	X	X	X	X			X	X	X	X
Larry McCallon	X	*	X	X	X	X	X	X	*	X	X	*

X - indicates member attended meeting. \* - indicates alternate member attended meeting. Crossed out box indicates member is not a Board Member. \*\* - indicates new member

# BOARD OF DIRECTORS ATTENDANCE ROSTER – 2005

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Robert Christman	X	X	X	X	X	X		X	X	X	X	X
Paul Eaton	X	X	X	X	X	X	*		X	X	X	*
Rebecca Valentine	X	X	X	X	X	X	X	X	X	X	X	X
Alan Wapner	*	X	X	X	X	X	X	X	X		X	*
Diane Williams	X	X	X	X	X	X	X	X	X	X	X	X
Pat Gilbreath	X	X	X	X	X	X		X	X	X	X	X
Grace Vargas	X	X	X		X	X	*	X	X		X	X
Judith Valles	X	X	X	X	X	X	X	X	X	X	X	X
Kevin Cole	X	X	X	X	X			X			X	X
John Pomierski	X	X	X	X	X	X		X	X	X	X	X
Mike Rothschild	X	X	X	X	X	X	X	*	X		X	X
Dick Riddell	X	X	X	X	X	X	X	X	X	X	X	X
Paul Cook	X	X	X	X	X	X		X	X	X	X	X
Anne Mayer Ex-Official Member	X	X	Bill Mosby	X								
Patty Romo Ex-Official Member					X	X	Bill Mosby	Syed Raza	X			
Michael Perovich Ex-Official Member										X	X	X

X - indicates member attended meeting.

\* - indicates alternate member attended meeting.

Crossed out box indicates member is not a Board Member.

\*\* - indicates new member

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
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### *Minute Action*

AGENDA ITEM: 3

**Date:** November 1, 2006

**Subject:** Procurement Report for September 2006

**Recommendation:**\* Receive Monthly Procurement Report.

**Background:** The Board of Directors approved the Contracting and Procurement Policy (Policy No. 11000) on January 3, 1997. The Executive Director, or his designee, is authorized to approve Purchase Orders up to an amount of \$25,000. All procurements for supplies and services approved by the Executive Director, or his designee, in excess of \$5,000 shall be routinely reported to the Administrative Committee and to the Board of Directors.

Attached are the purchase orders in excess of \$5,000 to be reported to the Board of Directors for the month of September 2006.

**Financial Impact:** This item imposes no impact on the FY 2006/07 Budget. Presentation of the monthly procurement report will demonstrate compliance with the Contracting and Procurement Policy (Policy No. 11000).

**Reviewed By:** This item was unanimously received by the Administrative Committee on October 11, 2006. (*Meeting chaired by Jim Lindley*)

**Responsible Staff:** Terrence J. McGuire, Chief Financial Officer

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ISF07

*Approved*  
*Board of Directors*

Date: \_\_\_\_\_

Moved: \_\_\_\_\_ Second: \_\_\_\_\_

In Favor: \_\_\_\_\_ Opposed: \_\_\_\_\_ Abstained: \_\_\_\_\_

Witnessed: \_\_\_\_\_

**PURCHASE ORDERS ISSUED FOR SEPTEMBER 2006**

P.O. #	Vendor	Purpose	Sole Source Y/N	Amount
07093	Diamond Executive Office Suites	Office Space Lease	Y	\$ 19,500.00
07104	Inland Empire Community News	Metrolink Weekend Display Ads	Y	6,000.00
07111	Peckar & Abramson	Legal Services for I-10	Y	25,000.00
07113	Inland Valley Daily Bulletin	Metrolink Weekend Display Ads	Y	20,854.80
07114	The Sun Newspaper	Metrolink Weekend Display Ads	Y	21,546.00
		<b>TOTAL PURCHASE ORDERS ISSUED</b>		<b>\$ 92,900.80</b>

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

### *Minute Action*

AGENDA ITEM: 4

**Date:** November 1, 2006

**Subject:** Risk Management Consultant and Insurance Brokerage Services and Claim Adjustment Services Contracts

**Recommendation:**<sup>\*</sup>

1. Approve Contract C07115 with Marsh Risk and Insurance Services for Risk Management Advisor, Consultant and Insurance Broker Services; and
2. Approve Contract C07116 with Crawford Technical Services for General Liability Claim Adjustment Services in an amount not to exceed \$100,000 as indicated in the Financial Impact Section.

**Background:** On June 6, 2001, the Board approved selection of Marsh Risk and Insurance Services ("Marsh") as SANBAG's insurance broker. In past years, SANBAG received an engagement letter from Marsh which outlined the services that would be provided and the terms of the engagement. Marsh has been compensated based upon commission for insurance that is placed competitively in the market. Marsh consults with and advises SANBAG on liability exposure and coverage options and other insurance matters during the term of the policies.

In 2003, SANBAG's liability coverage changed to AIG and the provider agreed to a reduction of the Self Insured Retention from \$250,000 to \$75,000 per claim if SANBAG agreed to hire a Third Party Administrator (TPA) for Claim Adjustment Services. Marsh solicited proposals from the provider's approved list, received four proposals, and Crawford was selected for the TPA services. Crawford is compensated based upon hourly rates for services established in

\*

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

annual engagement letters which have been effective for the term of the insurance policies.

The attached proposed contract (Marsh) and engagement letter (Crawford) have been reviewed by SANBAG Counsel. They are submitted in materially final form for review by the Administrative Committee. Staff recommends that the contracts be for a one-year term consistent with the term of the insurance contracts that will be effective starting December 1, 2006. Staff will prepare Requests for Proposals or Qualifications in early 2007 for Insurance Consulting and Broker Services and Claims Adjustment Services in subsequent years.

***Financial Impact:*** The insurance consultant and broker services provided for in Contract No. C07115 are at no direct cost to SANBAG because the broker receives commission from insurance that is placed competitively in the market. It is funded under Indirect Task No. ISF07, Funding Source Allocation. The claims adjustment services provided in Contract No. C07116 are based upon hourly rates and a cost not to exceed \$100,000. The costs for services under this contract will be payables against primarily the projects/tasks that are associated with the claims or Indirect Task No. ISF07.

***Reviewed By:*** This item was reviewed by the Administrative Committee on October 11, 2006 and unanimously recommended for approval. (*Meeting chaired by Jim Lindley*)

***Responsible Staff:*** Terrence J. McGuire, Chief Financial Officer

**SANBAG Contract No. C07115**

by and between

San Bernardino Associated Governments

and

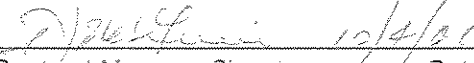
Marsh Risk and Insurance Services

for

Risk Management Advisor, Consultant and Insurance Broker Services

FOR ACCOUNTING PURPOSES ONLY				
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # <u>C07115</u> Vendor ID <u>MRIS</u>	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment	
Notes:				
Original Contract:        \$ <u>580,000</u>		Previous Amendments Total:        \$ _____		
Contingency Amount:        \$ _____		Previous Amendments Contingency Total:        \$ _____		
		Current Amendment:        \$ _____		
		Current Amendment Contingency:        \$ _____		
Contingency Amount requires specific authorization by Task Manager prior to release.				
<b>Contract TOTAL →</b>				<b>\$ <u>580,000</u></b>
↓ Please include funding allocation for the original contract or the amendment.				
<u>Task</u>	<u>Cost Code</u>	<u>Funding Sources</u>	<u>Grant ID</u>	<u>Amounts</u>
<u>IAF07-Indirect</u>	<u>5532</u>	<u>Internal</u>	<u>9999</u>	<u>\$ 249,200</u>
<u>ISF07-Indirect</u>	<u>5532</u>	<u>Internal</u>	<u>9999</u>	<u>\$ 330,800</u>
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
Original Board Approved Contract Date: <u>11/1/06</u> Contract Start: <u>12/1/06</u> Contract End: <u>12/1/07</u>				
New Amend. Approval (Board) Date: _____    Amend. Start: _____    Amend. End: _____				
If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:				
Approved Budget Authority →	Fiscal Year: <u>06/07</u> \$ <u>580,000</u>	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ _____	
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
If yes, which Task includes budget authority? <u>Indirect</u>				
If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No				
CONTRACT MANAGEMENT				
Please mark an "X" next to all that apply:				
<input type="checkbox"/> Intergovernmental <input checked="" type="checkbox"/> Private <input type="checkbox"/> Non-Local <input type="checkbox"/> Local <input checked="" type="checkbox"/> Partly Local				
Disadvantaged Business Enterprise: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes _____ %				
Task Manager: <u>Terry McGuire</u>			Contract Manager: <u>Terry McGuire</u>	

  
 Task Manager Signature \_\_\_\_\_ Date 10/4/06  
  
 Chief Financial Officer Signature \_\_\_\_\_ Date 10/4/06

  
 Contract Manager Signature \_\_\_\_\_ Date 12/4/06

Filename: CSS07115-tjm



**Contract No. C07115**  
**By and Between**  
**Marsh Risk & Insurance Services**  
**and**  
**San Bernardino Associated Governments**

AGREEMENT, effective December 1, 2006 (the "Effective Date"), between Marsh Risk & Insurance Services ("Marsh"), and San Bernardino Associated Governments ("Client").

It is agreed as follows:

1. **Services.**

Marsh is hereby engaged to act as the Client's risk management advisor and consultant and insurance broker, as applicable, and shall provide the Client with the services set forth on Appendix A (the "Services") in accordance with the terms set forth herein. Appendix A may be amended from time to time by written agreement of the parties. The additional services set forth in Section 4 of Appendix A are available for additional compensation and subject to the negotiation of separate agreements.

2. **Compensation.**

- (a) Marsh shall be compensated for providing the Services to the Client through retail and wholesale commissions received from insurance companies. In addition, if in Marsh's judgment commissions collected or to be collected by Marsh and its affiliates for a particular placement(s) do not adequately compensate Marsh and its affiliates for the Services provided by them to the Client with respect to such placement(s), Marsh may request that the Client pay Marsh and/or its affiliates an additional fee. Any such additional fee shall only be paid if agreed in writing by the Client and will be subject to the requirements of applicable law.

Prior to each placement by Marsh for the Client, Marsh shall disclose to the Client and obtain the Client's approval of any commissions to be collected by Marsh or its affiliates with respect to such placement. In the case of commissions on foreign local placements made by Marsh or its affiliates on behalf of the Client or its foreign subsidiaries, Marsh may make such disclosure to and obtain such approval from the Client's local operating management.

Any commissions collected by Marsh or its affiliates shall be considered fully earned at the time of placement, including if an insurance policy placed by Marsh or its affiliates for the Client or its foreign subsidiaries is terminated by

the Client or its foreign subsidiaries prior to expiration unless such policy is replaced by another policy placed by Marsh or its affiliates for the Client or its foreign subsidiaries during the term of this Agreement.

- (b) If there is a significant change in the Client's operations or exposures that affects the nature and scope of its insurance program and/or service needs, Marsh and the Client both agree to renegotiate Marsh's compensation in good faith as appropriate.

### 3. **Term and Termination.**

- (a) The term of this Agreement shall commence on the Effective Date and shall terminate one (1) year thereafter (the "Contract Year"). The Contract Year may be extended by mutual written agreement of the parties.
- (b) Notwithstanding the term, either party may terminate this Agreement upon 90 days' prior written notice to the other party. If this Agreement is terminated, Marsh will assist the Client in arranging a smooth transition process, subject to receipt by Marsh of all amounts due Marsh from the Client. However, Marsh's obligation and the obligation of its affiliates (including, if applicable, Marsh's U.K. affiliates) to provide Services to the Client will cease upon the effective date of termination, unless otherwise agreed in writing.
- (c) In the event of termination by the Client prior to expiration, Marsh's annual compensation set forth in Section 2 (a) for the current Contract Year will be deemed fully earned at inception.
- (d) In the event of a termination by Marsh prior to expiration, Marsh's annual compensation will be deemed earned on a pro-rata basis.

### 4. **Authorization.**

Marsh shall be authorized to represent and assist the Client in all discussions and transactions with insurers relating to the lines of insurance listed on Appendix A when acting as the Client's insurance broker, provided that Marsh shall not place any insurance on behalf of the Client unless so authorized by the Client in writing. Notwithstanding the foregoing, at all times during the performance of this Agreement Marsh shall be an independent contractor and shall not be an employee of Client.

### 5. **Other Terms and Conditions.**

The Standard Terms and Conditions set forth in Appendix B shall apply to the Services performed by Marsh under this Agreement.

6. **Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of law provisions.

7. **Miscellaneous.**

This Agreement, together with all appendices attached hereto, contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all written or oral prior agreements, understandings and negotiations with respect to such matters. This Agreement may be modified or otherwise amended and the observance of any term of this Agreement may be waived, only if such modification, amendment or waiver is in writing and signed by the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors. Neither party shall have any liability for any failure or delay in performance of its obligations under this Agreement because of circumstances beyond its reasonable control, including, without limitation, acts of God, fires, floods, earthquakes, acts of war or terrorism, civil disturbances, sabotage, accidents, unusually severe weather, governmental actions, power failures, computer/network viruses that are not preventable through generally available retail products, catastrophic hardware failures or attacks on its server.

IN WITNESS THEREOF, the authorized parties have signed below;

**SAN BERNARDINO  
ASSOCIATED GOVERNMENTS**

**MARSH RISK & INSURANCE  
SERVICES**

By: \_\_\_\_\_  
Dennis Hansberger  
President

By: \_\_\_\_\_  
Craig M. Morris  
Senior Vice President

Approved as to form:

\_\_\_\_\_  
Jean-Rene Basle  
SANBAG Counsel

## Appendix A

### Scope of Services

1. Marsh will act as the Client's risk management advisor and consultant and insurance broker, as applicable, with respect to the following lines of insurance (effective dates noted in parenthesis):
  - (a) Property/All Risk (12/01/2006)
  - (b) Boiler & Machinery (12/01/2006)
  - (c) General Liability (12/01/2006)
  - (d) Excess Liability Including Umbrella (12/01/2006)
  - (e) Automobile Liability (12/01/2006)
  - (f) Workers' Compensation & Employers' Liability (12/01/2006)
  - (g) Directors & Officers Liability (12/01/2006)
  - (h) Crime/Fidelity (12/01/2006)
  - (i) Employment Practices Liability (12/01/2006)
2. As respects the lines of insurance in Section 1, above, Marsh shall provide the following services:
  - (a) Work with the Client to assess the Client's risk exposures;
  - (b) Work with the Client to design and develop the Client's insurance program;
  - (c) Assist with documentation and other steps to obtain commitments for and implement the Client's insurance program upon the Client's instructions;
  - (d) Keep the Client informed of significant changes and or trends in the insurance marketplace and provide the Client with annual information on market trends;
  - (e) Assist the Client in identifying insurers. Solicit quotes from insurers selected by the Client for the placement of Client's insurance program in accordance with the Client's instructions.
  - (f) Conduct a Renewal Strategy Meeting in advance of each placement.
  - (g) Negotiate on the Client's behalf with insurers and keep the Client informed of significant developments in the negotiations;
  - (h) Assist the Client with the evaluation of options received from the insurance market;
  - (i) Use best efforts to place insurance on behalf of the Client as directed by the Client and secure the Client's approval prior to requesting insurers to bind coverage;
  - (j) Follow up with insurance carriers for timely issuance of policies and endorsements;
  - (k) Promptly respond to Client's questions related to coverage placed by Marsh or the placement process;
  - (l) Deliver binders on or before the effective date of coverage being placed, subject to placement;

- (m) Process or facilitate the processing and delivery of certificates or memoranda of insurance and auto identification cards with respect to insurance policies placed by Marsh, as requested by the Client;
- (n) Review policies and endorsements for conformity to agreed terms and coverages;
- (o) Provide coverage summaries for all new placements and updates on changes to existing policies;
- (p) Review premium and exposure audits, rating adjustments, dividend calculations and loss data;
- (q) Assist the Client in establishing claims reporting procedures to insurers;
- (r) Monitor published financial information of the Client's current insurers and alert the Client when the status of one or more of such insurers falls below Marsh's minimum financial guidelines. Insurers with whom the Client's risks have been placed will be deemed acceptable to the Client, in the absence of contrary instructions from the Client;
- (s) Provide the Client with detailed invoices, except in the case of direct billing by insurers. Remit premiums to insurers and taxes and fees to the relevant authorities on a timely basis, following receipt thereof from the Client.
- (t) As respects the following locations/facilities:
  - As requested,
  - Provide the following property loss control services:
    - Evaluate external exposures of the Client's operations
      - Provide Client with information relating to government regulations which may effect property loss control
      - Assist Client in Client's efforts to comply with or mitigate insurer recommendations
- (u) As respects the following locations/facilities:
  - As requested,
  - Provide the following general liability loss control services:
    - Provide Client with information relating to government regulations which may effect general liability loss control
    - Assist Client in Client's efforts to comply with or mitigate insurer recommendations
- (v) As respects the following operations/locations/facilities:
  - As requested
  - Provide the following workplace safety loss control services:
    - Provide Client with information relating to government regulations which may effect work place safety loss control
    - Assist Client in Client's efforts to comply with or mitigate insurer recommendations
- (w) Assist the Client in the development and implementation of internal claims handling procedures;
- (x) Assist the Client with initial reporting of claims to Insurers as follows:
  - Evaluate coverage applicability
  - With the exception of Workers' Compensation and/or Primary Casualty claims, prepare loss notices to insurers

- Notify insurers of claims, provided that the Client's Marsh claims representative is informed in writing by the Client of the claim, with details of the claim, and Marsh has placed the applicable policies or the Marsh claims representative has been provided written notice by the Client of the applicable carrier and policies.
  - Coordinate responses to, meetings with and loss site visits by, insurers
- (y) Assist the Client with the settlement of claims with Insurers as follows:
- Assist in the development of settlement strategies
  - Assist with insurer negotiations
  - Assist the Client with litigation management issues that impact claim settlement

Sections 2(e), (g), (i), (j), (l), (m), (s), (x) and (y) will only apply with respect to placements for which Marsh is acting as the Client's insurance broker.

3. Whenever the Marsh client executive is informed in writing by the Client that a claim has been notified to the primary carrier, Marsh will notify all applicable excess carriers of the claim, unless the Client gives the Marsh client executive contrary instructions in writing, provided that Marsh has placed the applicable excess policies or the Marsh client executive has received written notice from the Client of the applicable carrier and policies. If Marsh is instructed not to provide notice to any excess carrier, Marsh shall have no responsibility for any consequences arising out of the failure to give notice.
4. Additional Services are available for separate compensation and shall be agreed upon in advance and addressed by amendment to this agreement or by separate agreement (in certain cases with affiliates of Marsh). Such additional services include, but are not limited to:
  - Actuarial analysis of Workers' Compensation, General Liability, and Automobile Liability claims, or other lines of insurance;
  - Consulting relating to workers' compensation cost containment, including behavioral risk management, absence management, cumulative injury management, financial diagnostics and custom cost containment solutions;
  - Business interruption and other claim valuation services offered by Kroll's Forensic Accounting practice;
  - Environmental risk consulting services;
  - Operations and assets consulting services, including business continuity management, supply chain risk management, loss control and engineering support services and strategic risk assessments;
  - Claims services other than those specified in Section 2 above, including catastrophic claims support, mass tort claims support, claims management services, special claims advocacy services and archival research;
  - Services in connection with loss portfolio transfers and alternative risk financing, including placements made in connection with such services;
  - Captive insurance company feasibility studies;
  - Establishment and administration of captive insurers;

- Placement of non-recurring insurance, including, but not limited to:
  - "one-time" placements for construction projects,
  - "one-time" placements for marine/cargo risks,
  - "one-time" placements for surety,
  - Placements for specific financial risks, such as trade credit,
  - Placements involving significant quantitative or actuarial analysis or modeling,
  - Placement of risks with financial institutions other than insurance carriers, and
  - Placements of risks not customarily accepted by insurers;
- Employee benefits services;
- Pension plan consulting;
- Compensation consulting;
- Executive deferred compensation services;
- Risk management claims information systems, including STARS and TrendTracker software programs, and related services;
- Enterprise Risk Management consulting;
- Strategic Risk Assessment;
- Provision of Marsh personnel on an out-sourced basis;
- Intellectual Property Consulting;
- Security Consulting;
- Insurance-related mergers and acquisition due diligence services and transactional solutions;
- Placement and servicing of owner controlled insurance programs; and
- Interactive on-line client services.

## Appendix B

### Standard Terms and Conditions

These Standard Terms and Conditions are part of the attached Client Service Agreement between San Bernardino Associated Governments (the "Client") and Marsh Risk & Insurance Services ("Marsh").

#### 1. Taxes and Fees.

In certain cases, insurance placements that Marsh makes on the Client's behalf may require the payment of insurance premium taxes (including U.S. federal excise taxes), sales taxes, use taxes, surplus or excess lines and similar taxes and/or fees to federal, state or foreign regulators, boards or associations. The Client agrees to pay such taxes and fees, whenever assessed. To the extent practical, such taxes and fees will be identified by Marsh on invoices covering such placements. Any such taxes and fees collected by Marsh will be promptly remitted by Marsh to the appropriate authorities.

#### 2. Client Responsibilities.

The Client shall be solely responsible for the accuracy and completeness of information and other documents furnished to Marsh and/or insurers by the Client and the Client shall sign any required application for insurance. The Client recognizes and agrees that all insurance coverages placed in connection with this Agreement and all Services, evaluations, reports and recommendations provided by Marsh hereunder are based on data and information furnished by the Client. Marsh will be under no obligation to investigate or verify the completeness or accuracy of any such data or information, nor will Marsh have any liability for any errors, deficiencies or omissions in any Services, evaluations, reports or recommendations provided to, or any insurance coverages placed on behalf of, the Client that are based on such inaccurate or incomplete data or information. The Client understands that the failure to provide all necessary information to an insurer, whether intentional or by error, could result in the impairment or voiding of coverage.

The Client will review all policies, endorsements and program agreements delivered to it by Marsh and will advise Marsh of anything which the Client believes is not in accordance with the negotiated coverage and terms within thirty days following receipt.

#### 3. Intermediaries.

- (a) When in Marsh's professional judgment it is necessary or appropriate and subject to the Client's prior approval, Marsh may utilize the services of other intermediaries, including wholesale brokers, to assist in the marketing of the



Client's insurance. Such intermediaries may be affiliates of Marsh.

- (b) Wholesale brokers may represent insurers or act as managing general agents. Prior to utilizing a wholesale broker in connection with a placement for the Client, Marsh shall disclose to the Client the compensation received or to be received by Marsh and its affiliates in connection with the wholesale placement, any interests of Marsh and its affiliates in the wholesale broker, any contractual agreements between Marsh and its affiliates, on the one hand, and the wholesale broker, on the other, and alternatives to using the wholesale broker.
- (c) Marsh shall disclose to the Client the compensation of any Marsh affiliated intermediaries utilized in connection with the Client's placements, and obtain the Client's consent to such compensation, prior to the binding of coverage. Marsh shall disclose to the Client the compensation of any non-Marsh affiliated intermediaries utilized in connection with the Client's placements to the extent known by Marsh.

#### 4. Other Revenue.

- (a) If the Client requests assistance with obtaining premium financing in connection with the Client's placements and Marsh provides such assistance, Marsh may receive compensation from the finance company that provides premium financing to the Client. Marsh shall provide to the Client information relating to Marsh's and its affiliates' arrangements with and interests in the premium finance companies to be considered by the Client and the compensation that Marsh and its affiliates would receive from finance companies with respect to the Client's placements.
- (b) Marsh earns and retains interest income on premium payments held by Marsh on behalf of insurers during the period between receipt of such payments from clients and the time such payments are remitted to the applicable insurer, where permitted by applicable law. Marsh will advise the Client annually of the aggregate income Marsh earns on the investment of funds held for all insurers for all clients.

#### 5. Confidentiality.

##### (a) Confidential Information.

The Client may provide Marsh with certain proprietary and confidential information ("Confidential Information") in connection with the Services provided by Marsh under this Agreement. Neither Marsh nor any of its employees or agents directly or indirectly shall disclose to any third party or use any Confidential Information furnished by or on behalf of Client for any purpose except in furtherance of the Services and in furtherance of other insurance brokerage, risk consulting, risk financing, risk transfer, employees

benefits or other insurance-related services rendered by Marsh to Client, which may include in the normal course of business the release to insurers and other financial institutions of Confidential Information relevant to the underwriting and/or evaluation of Client's risks and the processing of its claims, provided that such insurers and financial institutions are informed of the confidential nature of such information. Marsh shall take all steps reasonably required to maintain the confidentiality of Confidential Information in Marsh's possession. The transmission of Confidential Information via electronic data transmission networks which provide for the security of users' data shall be deemed consistent with Marsh's obligations hereunder unless such use is contrary to Client's express instructions.

(b) Exceptions.

The restrictions and agreements set forth above shall not apply to any Confidential Information: (i) which at the time disclosed to or obtained by Marsh is in the public domain; (ii) which becomes part of the public domain through no act, omission or fault of Marsh; (iii) which Marsh's records demonstrate was developed independently by Marsh or was received by Marsh from a third party which Marsh had no reason to believe had any confidentiality or fiduciary obligation to the Client with respect to such information; (iv) which is required to be disclosed by law, including, without limitation, pursuant to the terms of a subpoena or other similar document; provided, however, Marsh shall, to the extent practical, give prior timely notice of such disclosure to the Client to permit the Client to seek a protective order, and, absent the entry of such protective order, Marsh shall disclose only such Confidential Information that Marsh is advised by its counsel must be disclosed by law; or (v) following the lapse of two years after disclosure of such information to Marsh.

(c) Return of Confidential Information.

As between the Client and Marsh, Confidential Information shall be the sole and exclusive property of the Client. Upon the Client's request, all documents and records in Marsh's possession containing Confidential Information shall be returned to the Client; provided, however, that Marsh may retain copies of documents that may contain Confidential Information which are necessary for the conduct and proper record keeping of Marsh's business in accordance with standard operating procedures or applicable law.

(d) Remedy.

It is understood and agreed that money damages would not be a sufficient remedy for any breach of these confidentiality provisions and the Client shall be entitled to injunctive relief as a remedy for such breach, without prejudice to any other rights or remedies available to the Client under applicable law.

6. **Record Retention.**

Files (other than core documents, as defined in Marsh's record retention policy, including insurance policies, which are permanently retained) will not be retained for more than five years after the expiration of a particular policy's term.

7. **Disclaimers: Limitation of Liability.**

- (a) Marsh does not speak for any insurer, is not bound to utilize any particular insurer and does not have the authority to make binding commitments on behalf of any insurer, except under special circumstance which Marsh shall always endeavor to make known to the Client. Marsh shall not be responsible for the solvency of any insurer or its ability or willingness to pay claims, return premiums or other financial obligations. Marsh does not guarantee or make any representation or warranty that insurance can be placed on terms acceptable to the Client.
- (b) If Marsh has taken over any existing program or policies implemented by another broker, Marsh will not assume any responsibility for the adequacy or effectiveness of those programs or policies or any acts or omissions occurring prior to Marsh's engagement. Within 45 days, Marsh will have completed a review of such programs and policies and will make recommendations it believes are necessary.
- (c) Any loss control services and/or surveys performed by Marsh under this Agreement are advisory in nature. Such services are limited in scope and do not constitute a safety inspection as provided by a safety engineering service. Marsh does not claim to find or include every loss potential, hazard, statutory or code violation or violation of good practice. All surveys and reports are based upon conditions observed and information supplied by the Client. Marsh does not expressly or impliedly guarantee or warrant in any way the safety of any site or operation or that the Client or any of its sites or operations is in compliance with federal, state or local laws, codes, statutes, ordinances or recommendations. In any event, Marsh's liability if any, relating to or arising out of loss control services performed by it for the Client shall not exceed the total compensation paid to Marsh under this Agreement.

**SANBAG Contract No. C07116**

by and between

San Bernardino Associated Governments

and

Crawford Technical Services

for

General Liability Claim Adjustment Services

FOR ACCOUNTING PURPOSES ONLY				
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # <u>C07116</u> Vendor ID <u>CAC</u>	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment	
Notes:				
Original Contract:        \$ <u>100,000</u>		Previous Amendments Total:        \$ _____		
Contingency Amount:        \$ _____		Previous Amendments Contingency Total:        \$ _____		
		Current Amendment:        \$ _____		
		Current Amendment Contingency:        \$ _____		
Contingency Amount requires specific authorization by Task Manager prior to release.				
<b>Contract TOTAL → \$ <u>100,000</u></b>				
↓ Please include funding allocation for the original contract or the amendment.				
Task	Cost Code	Funding Sources	Grant ID	Amounts
N/A	5553	Various Projects		\$ <u>100,000</u>
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
Original Board Approved Contract Date: <u>11/1/06</u> Contract Start: <u>12/1/06</u> Contract End: <u>12/1/07</u>				
New Amend. Approval (Board) Date: _____    Amend. Start: _____    Amend. End: _____				
If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:				
Approved Budget Authority →	Fiscal Year: <u>06/07</u> \$ <u>60,000</u>	Future Fiscal Year(s) –		Unbudgeted Obligation → \$ _____
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
If yes, which Task includes budget authority? <u>Indirect or Various Projects, depending on claims.</u>				
If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No				
CONTRACT MANAGEMENT				
Please mark an "X" next to all that apply:				
<input type="checkbox"/> Intergovernmental <input checked="" type="checkbox"/> Private <input type="checkbox"/> Non-Local <input type="checkbox"/> Local <input checked="" type="checkbox"/> Partly Local				
Disadvantaged Business Enterprise: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes _____ %				
Task Manager: <b>Terry McGuire</b>		Contract Manager: <b>Terry McGuire</b>		

<u>Terry McGuire</u> <u>10/4/06</u> Task Manager Signature    Date	<u>Terry McGuire</u> <u>10/4/06</u> Contract Manager Signature    Date
<u>Terry McGuire</u> <u>10/4/06</u> Chief Financial Officer Signature    Date	

Filename: CSS07116-tjm

# **AGREEMENT CONTRACT C07116**

## **CRAWFORD TECHNICAL SERVICES**

**CLIENT:** San Bernardino Associated Governments

**SERVICES:** General Liability TPA Services

**AGREEMENT TERM:** 12/01/06 to 12/01/07

**FEE BASIS:** Time & Expense

**RMIS:** CATS for quarterly loss run requirement

This agreement is effective December 1, 2006 and expires on December 1, 2007.

This agreement covers general liability claim handling within the SIR for San Bernardino Associated Governments.

All claims will be reported to our Brea, California Technical Services claims office.

Tasks requiring on-site handling that are outside the service territory for the Brea office will be referred to the appropriate Crawford & Company branch office.

Crawford will handle assignments with jurisdiction in any of the lower 48 states under this agreement. Said Handling will be in accordance with Crawford & Company's product standards, unless otherwise directed by San Bernardino Associated Governments.

Time & Expense hourly rate for this Agreement Term is \$101.00 per hour for the Brea office. Should the services of an Executive General Adjuster be required, those will be billed at \$110.00 per hour.

### **SERVICE REQUIREMENTS, FEES, TERMS AND CONDITIONS:**

Crawford will handle claims with incurred value up to the SIR. At that point, the insurance carrier will become involved with the claims handling process. General Liability claims handled by the Brea Technical Services office will be billed at the discounted hourly rate of \$101 per hour. Claims of a catastrophic nature (serious injury) will be billed at the discounted hourly rate of \$110 per hour. There will be an annual account management fee charged of \$2,500.00. Referral files or tasks sent to other Crawford claim offices will be billed in accordance with Crawford & Company's Limited Assignment Menu, at the hourly rate then in effect for the office performing the activity.

All check requests will be faxed to you so that checks can be issued in a timely manner for our services, claim payments and other claims related expenses. For claims under the SIR, all authority and approval for settlement, use of defense counsel, etc. will come from you. Our role will be to investigate, negotiate and recommend settlements to San Bernardino Associated Governments and provide other services as listed below.

### **DEDICATED ADJUSTER**

SANBAG claims will not be spread among a number of office adjusters. All SANBAG cases will be handled by one senior adjuster so that there is a complete understanding of your unique exposures. The casualty general adjuster dedicated to your claim exposures is:

Patsy Good  
20987 N. John Wayne Pkwy  
Ste B-104 PMB 426  
Maricopa, AZ 85239  
Telephone: 520-494-7301  
Fax: 520-494-7553

### **OVERVIEW OF SERVICES**

Services provided for SANBAG are as follows:

- Review submissions of all government claim filings and rejections per California Government Code 945.6
- Review contracts between and among involved parties for applicable indemnification, defense and insurance language
- Review and evaluate certificates of insurance provided by other municipalities and sub contractors for primary additional insured language and identification of tender carriers
- Issue tender letter(s) for defense and indemnification immediately to appropriate municipal entities and/or subcontractors after submission to and approval of same from SANBAG counsel.
- Evaluate all lateral carriers on continuous trigger exposures and issue tenders to prior carriers for contribution to defense
- Monitor acceptance of these tenders and contributory payments to counsel
- Follow with lateral carriers to secure specific contact information for carrier third party administrators/claims adjusters
- Follow up and submit all documentation to secure reimbursement of post tender fees paid by SANBAG once tender is accepted
- Review all suits/formal complaints for possible coverage issues with SANBAG's current carrier
- Evaluate policy insuring agreements, conditions and exclusions in light of each cause of action
- Establish and post appropriate reserves within the self insured retention

- Submit an initial report within 30 days to SANBAG and to carrier per policy requirements outlining: Facts of Loss, Reserves, Liability, Defense, Evaluation, Recommendations and enclose documents for the carrier's file. Reports are submitted to appropriate SANBAG directors and SANBAG counsel.
- Complete follow up reports to parties above including carrier every 60 days
- Issue written alerts to SANBAG's broker, Marsh Risk Services, to notify excess carriers on significant exposures
- Review and evaluate all carrier coverage responses including denials and reservation of rights letters in light of potential defense
- Consult with SANBAG in securing coverage counsel where appropriate and work with coverage counsel to establish defense triggers for SANBAG with the carrier
- Work with defense counsel and SANBAG on defense strategy and activity, settlement negotiations and resolution
- Assign and monitor field investigation activity when needed
- Review all official documents for liability analysis (ie. Police reports, construction documents, statements, coroner's reports, OSHA reports/videos, etc.)
- Review all defense counsel filings, deposition summaries, case law analysis and correspondence for 60 day reporting to SANBAG and carrier
- Monitor data in each file
- Report updates on indemnity claims to the broker, Marsh Risk Services
- Provide quarterly loss runs to broker
- Secure and maintain a library of all current and past policies
- Monitor SIR payments targeting tender for defense and indemnification upon exhaustion to current carrier
- Internet research when appropriate

All activities are performed in collaboration with SANBAG personnel and involve phone calls and conferences as well as written correspondence. Should SANBAG choose to request additional services, we look forward to that input.

The address for our office is:

3050 Saturn Street, Suite 200

Brea, CA 92821

Phone: 714-524-6900

Fax: 714-524-6913

Lynne C. Miller, AIC Branch Manager

Email: [lynne\\_miller@us.crawco.com](mailto:lynne_miller@us.crawco.com)

Service fees will be billed to San Bernardino Associated Governments utilizing Crawford & Company's individual service fee billing process, and are due within 30 days of receipt of the invoice.

Service fees exclude allocated expenses. Allocated expenses are defined as expense items such as attorney's fees, commercial photographers' fees, experts' fees (i.e.; engineering, physicians, chemists, etc.), fees for independent medical examinations,

witnesses' travel expense, extraordinary travel expense incurred by Crawford & Company at the request of the client, court reporters' fees, any sales or similar taxes to which our services are subject under any existing or future tax laws, transcript fees, the cost of obtaining public records, witness fees, auto appraisal or property appraisal fees, extraordinary claim investigation requests, trial and hearing attendance, extraordinary photocopy expense, arbitration and mediation costs, litigation costs, all outside expense items, and any other similar fee, cost or expense associated with the investigation, negotiation, settlement or defense or any claim.

Crawford shall defend, indemnify and hold harmless Client, and its agents, assigns and employees from and against any damages or injuries arising out of the negligence or willful misconduct of Crawford, its agents, assigns and employees. In return for Crawford's providing Client with its services, Client hereby agrees to defend, indemnify and hold harmless Crawford and its agents, assigns, and employees against and reimburse it for any fines or penalties that may be imposed in connection with Client's negligence or willful misconduct.

This agreement can be terminated by either party with 60 days advance notice.

**SAN BERNARDINO  
ASSOCIATED GOVERNMENTS**

**CRAWFORD TECHNICAL  
SERVICES**

By: \_\_\_\_\_  
Dennis Hansberger  
President

By: \_\_\_\_\_  
Lynne C. Miller  
AIC Branch Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Jean-Rene Basle  
SANBAG Counsel



- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 5

**Date:** November 1, 2006

**Subject:** Measure I Pass-Through Recipient Audit Services

**Recommendation:\*** Approve Amendment No. 2 to Contract 06008, in the amount of \$10,000 with Miers & Miers, to provide for Measure I Pass-Through Fund audit contingency for audits performed for the years ending June 30, 2005 and 2006.

**Background:** The Board of Directors, at their August 3, 2005, meeting approved the selection of Miers & Miers, CPA to perform the fiscal and compliance audits for all TDA Claimants and Measure I Pass-Through recipients for Fiscal Years 2005, 2006 and 2007 with the ability to renew for two additional years. The current Letter of Engagement was approved by the Board of Directors in June 2006.

SANBAG, as the County Transportation Authority, is required to perform both financial and compliance audits related to requirements of the San Bernardino County Transportation Authority Ordinances 89-10 and 90-1, and accompanying Measure I policies. The contract amount and Measure I funding for the Mountain/Desert Measure I audits did not contain sufficient authority for unforeseen or changed circumstances that were not included in the original estimate. The approved Letter of Engagement indicates that costs for additional work related to unforeseen circumstances are based on actual time at standard hourly rates plus direct out-of-pocket expenses. The Letter of Engagement remains unchanged; however, this item seeks an amendment to increase the contract contingency amount by \$10,000 to cover additional costs incurred for

\*

Approved  
Board of Directors

Date: \_\_\_\_\_

Moved: \_\_\_\_\_ Second: \_\_\_\_\_

In Favor: \_\_\_\_\_ Opposed: \_\_\_\_\_ Abstained: \_\_\_\_\_

Witnessed: \_\_\_\_\_

audits ending June 30, 2005, and to provide for an additional contingency which could occur for audits ending June 30, 2006.

This year the total number of audits required under the contract is 53, fourteen of which are funded with Measure I Mountain/Desert Administrative funds.

**Financial Impact:** This item is consistent with the FY 2006-2007 budget. This amendment will increase the contact contingency amount for Mountain/Desert Measure I audits by \$10,000, Task No. 50507000. The amended contract amount calls for a total of \$119,598; with a new contingency amount of \$13,980. Funding source for this amendment is Mountain/Desert Measure I Administrative funds.

**Reviewed By:** This item was reviewed by the Administrative Committee on October 11, 2006 and unanimously recommended for approval. (Meeting chaired by Jim Lindley).

**Responsible Staff:** Deborah Barmack, Director of Management Services  
Michael Bair, Director of Transit and Rail Programs  
Victoria Baker, Senior Transit Analyst

**SANBAG Contract No. 06008-2**

by and between

San Bernardino Associated Government/Transportation Authority

and

Miers & Miers, LLP

for

TDA & Measure I Pass-Through Recipients & Small Transit Operators Audits

FOR ACCOUNTING PURPOSES ONLY				
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID _____	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Original <input checked="" type="checkbox"/> Amendment	
Notes:				
Original Contract:      \$ <u>221,238.00</u>		Previous Amendments Total:      \$ _____		
Contingency Amount:      \$ <u>11,040.00</u>		Previous Amendments Contingency Total:      \$ _____		
		Current Amendment:      \$ _____		
		Current Amendment Contingency:      \$ <u>10,000</u>		
Contingency Amount requires specific authorization by Task Manager prior to release.				
<b>Contract TOTAL →</b>				<b>\$ <u>242,278</u></b>
↓ Please include funding allocation for the original contract or the amendment.				
Task	Cost Code	Funding Sources	Grant ID	Amounts
50507000	5556	MD Measure I Admin	_____	\$ <u>10,000</u>
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
Original Board Approved Contract Date: <u>8/3/05</u>		Contract Start: <u>8/3/05</u>		Contract End: <u>6/30/08</u>
New Amend. Approval (Board) Date: <u>11/06</u>		Amend. Start: <u>--</u>		Amend. End: <u>6/30/08</u>
If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:				
Approved Budget Authority →	Fiscal Year: <u>2006/2007</u> \$ <u>242,278</u>	Future Fiscal Year(s) – Unbudgeted Obligation →		\$ <u>0</u>
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
If yes, which Task includes budget authority? <u>50507000</u>				
If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No				
CONTRACT MANAGEMENT				
Please mark an "X" next to all that apply:				
<input type="checkbox"/> Intergovernmental <input checked="" type="checkbox"/> Private <input type="checkbox"/> Non-Local <input checked="" type="checkbox"/> Local <input type="checkbox"/> Partly Local				
Disadvantaged Business Enterprise: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <u>Veteran</u> %				
Task Manager: <u>Deborah Barmack</u>			Contract Manager: <u>Victoria Baker</u>	

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

Filename: A06008-2

MAY 8 2006

Richard H. Miers, C.P.A.  
Jeffrey D. Miers, C.P.A.  
Donna J. Wells, C.P.A.  
Laurel A. Jordan, C.P.A.

April 28, 2006

San Bernardino Associated Governments  
1170 W. 3rd St., 2nd Floor  
San Bernardino, CA 92410-1715

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of our financial and compliance audits with San Bernardino Associated Governments of the San Bernardino County Transportation Development Act claimants and Measure I Local Pass-Through Revenue recipients for the year ended June 30, 2006.

We will perform the financial and compliance examinations of the financial statements of the specified agencies, claimants and funds located in the County of San Bernardino, as delineated in the attachment, for June 30, 2006, and the results of operations and cash flows or changes in financial position for the fiscal year then ended and issue our reports and related management letters within the time frames identified. The financial statements are the responsibility of the claimant's management. Our responsibility is to express an opinion on the financial statements based on our audit. If our opinion is other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit, we will not issue a report as a result of this engagement.

We will conduct our audit in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation.

We will also perform the audit as of June 30, 2006, of those claimants that so require to satisfy the audit requirements imposed by the Single Audit Act of 1984, U.S. Office of Management and Budget (OMB) Circular A-133, as identified in the attachment.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts. Statistical sampling may be used if feasible. These procedures may, for example, include tests of the physical existence of inventories and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected customers, creditors, legal counsel, and banks. Since the auditor may determine such procedures are not appropriate under the circumstances, alternative procedures may be required. At the conclusion of our audit, we will request certain written representations from the specified agencies, claimants and funds about the financial statements and related matters. \*

An audit is based primarily on the selective testing of accounting records and related data; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Because we will not perform a detailed examination of all transactions, our audit is subject to the inherent risk that material errors, irregularities or illegal acts, including fraud or defalcations, if they exist, will not be detected.

It should be remembered that auditors are not insurers, and as a result, our report cannot guarantee that a material misstatement does not exist in the financial statements.

We understand that the management of the specified agencies, claimants and funds will provide us with the basic information required for our audit and that they are responsible for the accuracy and completeness of that information. We will advise the specified agencies, claimants and funds about appropriate accounting principles and their application and will assist in the preparation of their financial statements, but the responsibility for the financial statements remains with the management of the agencies, claimants and funds. This responsibility includes the maintenance of adequate records and related controls, the selection and application of accounting principles, and safeguarding of assets.

We understand that the employees of the agencies, claimants and funds will prepare all cash, accounts receivable, accounts payable and other confirmations we request and will locate any invoices we select for testing.

Our audit is not specifically designed and cannot be relied on to disclose reportable conditions, that is, significant deficiencies in the design or operation of the internal control structure. However, during the audit, if we become aware of such material weaknesses in internal control structure or ways that we believe management practices can be improved, we reserve the right to advise the specified agencies, claimants and funds of these weaknesses in a letter to management.

We expect to begin our audit upon contract approval, provide drafts of our reports by November 30, 2006, and complete and issue our final reports no later than December 30, 2006.

Our liability as auditor shall be limited to the period covered by our audit and shall not extend to later periods for which we are not engaged as auditor.

It is our policy to keep workpapers related to this engagement. When records are returned to the specified agencies, claimants and funds, it is their responsibility to retain and protect their records for possible future use, including potential examination by any government or regulatory agencies.

We will also prepare the State Controller's reports for all transit claimants for the fiscal year ended June 30, 2006.

~~Unforeseen or changed circumstances might affect our original fee estimate. If that is the case, we will notify you as soon as we become aware of it. Our fee for these services will be based on the actual time spent at our standard hourly rates plus direct out-of-pocket costs, such as report production, computer charges, telephone calls, postage, etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your engagement. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.~~

Our fee for these services is as follows, per specified work as detailed in the attachment:

CLAIMANT	TASK NUMBER	AMOUNT
All TDA audits	50207000	\$ 57,298.00
Valley Measure I audits	50407000	23,520.00
Mountain/Desert Measure I audits	50507000	24,780.00
Mountain/Desert single audit	50107000	14,000.00
		<u>\$ 119,598.00</u>

SANBAG has expanded the scope of the work to be performed as it relates to certain transit agencies, which includes the revised presentation of the financial statements to conform with GASB 34 and additional procedures required by the NTD. The pricing has been modified to reflect the estimated additional costs.

At the conclusion of the engagement, management of the specified agencies, claimants and funds agrees to give us a representation letter which, among other things, will confirm management's responsibility for the underlying assumptions and appropriateness of the financial forecast and its presentation.

We will be pleased to discuss this letter with you at any time.

If the foregoing is in accordance with your understanding, please sign this letter in the space provided and return it to us. The additional copy is for you records.

Sincerely,



Jeffrey D. Miers  
Certified Public Accountant

E:06-003

Enclosure

ACKNOWLEDGED:  
San Bernardino Associated Governments



Date

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 6

**Date:** November 1, 2006

**Subject:** Growth forecasting for the 2007 Regional Housing Needs Assessment (RHNA) and 2007 Regional Transportation Plan (RTP)

**Recommendation:**\* Information only.

**Background:** The Southern California Association of Governments recently produced county-level forecasts for population, households, dwelling units, and employment for 2035 and for five-year increments between 2005 and 2035. These forecasts are in support of the preparation of the RHNA for 2005-2014 and preparation of the 2007 RTP. An agenda item considered at the September Plans and Programs Committee provided background on the development of the RHNA. Use of SCAG's regional growth forecast for the RHNA rather than numbers handed down by the state Housing and Community Development (HCD) department represents a significant change and improvement from past practice.

Attachment 1 contains the regional and county-level totals approved on September 14 by the SCAG Regional Council for use in further demographic forecasting activity for the RHNA and the RTP. SANBAG staff's opinion is that the totals for San Bernardino County reasonably represent growth expectations for our area at the countywide level.

The next step is to disaggregate these totals to the jurisdiction level. SANBAG staff has recently generated a jurisdiction-level forecast to provide local jurisdictions with a "head start" in reviewing draft forecasts and providing input

\*

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

to SCAG. This information was recently distributed to local jurisdictions in the form of a memorandum and attachments containing forecast data at the jurisdiction level (see Attachment 2). Tables 1, 2, and 3 of Attachment 2 show the draft jurisdiction-level results for years 2005, 2014, and 2035, respectively. This forecast was developed based on prior local jurisdiction input and an analysis of new information maintained in SANBAG's geographic information system (GIS). This information includes updated inventories of existing land uses and updates of local jurisdiction general plans. The forecast allocates the county-level totals to the jurisdiction level for each of the four variables (population, households, dwelling units, and employment), with additional information reflecting the splits between single-family and multi-family dwelling units and between retail and non-retail employment.

The memorandum contained in Attachment 2 was distributed to local jurisdiction planning directors (with cc's to city managers), requesting their input at a meeting to be held at SANBAG on October 16. The schedule for developing jurisdiction-level forecasts is delineated in the memo. Following the October 16 meeting, SANBAG staff will meet individually with staffs from each of the jurisdictions to obtain more detailed input. SCAG will be generating its own jurisdiction-level forecasts for San Bernardino County, and SANBAG will use its own analysis and input from local jurisdictions to arrive at a consensus set of jurisdiction-level totals with SCAG by early December. A joint SANBAG/SCAG workshop will be held with local jurisdictions on November 7 to provide additional information and resolve differences in the numbers, to the extent possible at that time. A progress report will be brought back to the Plans and Programs Committee in November.

Careful review of the forecasts by each jurisdiction is important to San Bernardino County. The forecasts have implications not only for the RHNA process but for agency and private sector traffic studies and for project development activities on Measure I transportation projects, given that the forecasts will be incorporated into travel demand models that drive the traffic growth numbers generated for these analyses.

- Financial Impact:** This item imposes no impact on the approved Fiscal Year 2006-2007 SANBAG Budget. Task No. 11207000
- Reviewed By:** This item was reviewed by the Plans and Programs Policy Committee on October 18, 2006. (*Meeting chaired by Paul Eaton*)
- Responsible Staff:** Steve Smith, Principal Transportation Analyst  
Ty Schuiling, Director of Planning and Programming



# REPORT

**DATE:** September 14, 2006

**TO:** Community, Economic and Human Development Committee

**FROM:** Frank Wen, Program Manager/Growth Forecasting and Policy Analysis, [wen@scag.ca.gov](mailto:wen@scag.ca.gov), 213-236-1854

**SUBJECT:** Draft 2007 Integrated Regional Growth Forecast; Regional and County Level Disaggregation and Regional Housing Need Assessment (RHNA) Work Program and Schedule

**EXECUTIVE DIRECTOR'S APPROVAL:** *Howard Hehr for mp*

## RECOMMENDED ACTION:

Approve the draft forecast and RHNA Work Program and Timeline and proceed with the disaggregation of the draft 2007 integrated regional growth forecast into smaller geographic levels and scheduling of subregional workshops.

## SUMMARY:

Forecasting staff has updated the draft 2007 integrated regional growth forecast and reached consensus about the forecast of population, households, housing units, and employment at the regional and county level. The draft 2007 integrated regional growth forecast of population, households, housing units, and employment in five year increments at the regional and county level are attached. This item is to request the CEHD to approve the draft 2007 integrated regional growth forecast and proceed with its disaggregation into smaller geographic levels. The draft 2007 integrated regional growth forecast will be the basis for developing the draft 2007 RTP/EIR/Compass Blueprint/RHNA.

## BACKGROUND:

As reported to the CEHD in February 2006, the major milestones of the draft 2007 integrated regional growth forecast for the past and new fiscal years are:

- Invite Counties/subregions to present their forecasts, and any pertinent growth issues to SCAG (Completed on February 15, 2006).
- Present growth forecasting methodology, assumptions, and results to Plans and Programs Technical Advisory Committee (Completed during months of February, March, April, May, August, and September, 2006).
- Convene a Panel of Experts to review and comment on the draft 2007 integrated regional growth forecast at the regional and county level (Completed on May 11, 2006).
- September 2006: Disaggregate the draft 2007 integrated regional growth forecast into smaller geographic levels (To be completed, pending the CEHD action).
- September 28, 2006: Hold first public hearing/methodology workshop.
- October 2006: Hold the subregional integrated growth forecast workshops to refine draft small area distributions.
- November 2006: Hold second public hearing/methodology workshop.
- December 2006: Complete the draft 2007 integrated regional growth forecast and the draft regional housing allocation plan.

# REPORT

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## **FISCAL IMPACT:**

The growth forecast project is programmed in the FY 2006-07 SCAG Overall Work Program. The RHNA components of the project require Administration Committee and Regional Council action for use of \$100,000 of the general fund.

# REPORT

ATTACHMENT:

## 2007 Integrated Growth Forecast Draft Population Forecast (in thousands)

2007 RTP	2000	2005	2010	2014	2015	2020	2025	2030	2035	2000-2030
Imperial	142	164	191	209	214	235	255	275	296	133
Los Angeles	9,519	10,206	10,619	10,908	10,980	11,336	11,695	12,059	12,417	2,540
Orange	2,846	3,060	3,281	3,406	3,437	3,557	3,632	3,678	3,718	832
Riverside	1,545	1,921	2,225	2,447	2,502	2,770	3,055	3,338	3,619	1,793
San Bernardino	1,710	1,971	2,182	2,323	2,359	2,540	2,734	2,947	3,169	1,237
Ventura	753	814	862	898	906	949	990	1,030	1,070	277
SCAG	16,517	18,136	19,361	20,191	20,398	21,387	22,361	23,328	24,290	6,811

2004 RTP*	2000	2005	2010	2015	2020	2025	2030	2035	2000-2030
Imperial	142	165	189	210	231	251	270		128
Los Angeles	9,519	10,258	10,718	11,114	11,502	11,871	12,222		2,702
Orange	2,846	3,103	3,292	3,370	3,434	3,494	3,553		706
Riverside	1,545	1,850	2,085	2,371	2,644	2,901	3,143		1,598
San Bernardino	1,710	1,919	2,059	2,230	2,398	2,559	2,713		1,003
Ventura	753	821	865	897	929	960	990		237
SCAG	16,517	18,118	19,209	20,191	21,138	22,035	22,891		6,374

\* Adopted in April 2004.

Draft

## 2007 Integrated Growth Forecast Draft Household Forecast (in thousands)

2007 RTP	2000	2005	2010	2014	2015	2020	2025	2030	2035	2000-2030
Imperial	39	45	54	60	61	69	76	83	91	44
Los Angeles	3,134	3,211	3,377	3,501	3,536	3,704	3,847	3,979	4,089	845
Orange	935	981	1,016	1,042	1,048	1,066	1,086	1,101	1,113	165
Riverside	506	608	710	786	811	912	1,025	1,126	1,220	620
San Bernardino	529	576	641	690	706	776	857	926	994	398
Ventura	243	260	276	287	291	306	322	337	351	94
SCAG	5,386	5,681	6,073	6,366	6,453	6,833	7,213	7,552	7,858	2,166

2004 RTP*	2000	2005	2010	2015	2020	2025	2030	2035	2000-2030
Imperial	39	45	55	62	69	77	84		44
Los Angeles	3,134	3,235	3,404	3,583	3,764	3,943	4,120		986
Orange	935	979	1,034	1,046	1,064	1,081	1,098		163
Riverside	506	587	686	796	908	1,018	1,128		622
San Bernardino	529	567	619	687	757	827	898		369
Ventura	243	260	275	289	304	318	332		89
SCAG	5,386	5,674	6,073	6,463	6,855	7,264	7,660		2,274

\* Adopted in April 2004.

Draft

# REPORT

## 2007 Integrated Growth Forecast Draft Housing Forecast (in thousands)

2007 RTP	2000	2005	2010	2014	2015	2020	2025	2030	2035	2000-2030
Imperial	44	50	60	67	68	77	85	93	101	49
Los Angeles	3,271	3,352	3,525	3,655	3,691	3,867	4,016	4,153	4,268	883
Orange	969	1,016	1,053	1,080	1,087	1,105	1,125	1,140	1,154	171
Riverside	585	703	820	908	936	1,053	1,184	1,301	1,409	716
San Bernardino	601	656	729	785	804	883	974	1,054	1,131	452
Ventura	252	269	285	297	301	317	333	349	363	97
SCAG	5,722	6,046	6,472	6,791	6,886	7,301	7,718	8,090	8,426	2,368

Note: housing unit forecasts = household forecasts / (1 - total vacancy rate from 2000 census)

# Draft

## 2007 Integrated Growth Forecast Draft Employment Forecast (in thousands)

2007 RTP	2000	2005	2010	2014	2015	2020	2025	2030	2035	2000-2030
Imperial	54	58	66	70	72	81	92	104	116	49
Los Angeles	4,444	4,397	4,557	4,655	4,689	4,800	4,927	5,054	5,180	610
Orange	1,517	1,632	1,777	1,851	1,869	1,926	1,982	2,032	2,080	515
Riverside	514	648	782	880	914	1,025	1,152	1,283	1,420	769
San Bernardino	587	704	810	880	905	994	1,097	1,207	1,321	619
Ventura	323	345	373	391	397	418	438	458	480	135
SCAG	7,440	7,785	8,365	8,728	8,847	9,244	9,688	10,138	10,596	2,698

2004 RTP*	2000	2005	2010	2015	2020	2025	2030	2035	2000-2030
Imperial	55	61	77	85	94	102	111		56
Los Angeles	4,453	4,504	5,022	5,199	5,367	5,520	5,661		1,208
Orange	1,515	1,581	1,750	1,802	1,848	1,888	1,922		407
Riverside	527	604	728	840	954	1,071	1,189		662
San Bernardino	595	669	771	870	972	1,075	1,179		584
Ventura	337	347	382	403	424	445	465		128
SCAG	7,482	7,765	8,729	9,199	9,660	10,101	10,527		3,045

\* Adopted in April 2004.

# Draft

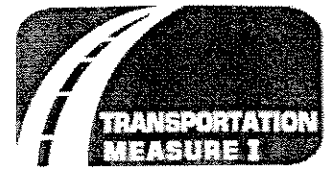


## San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Fl, San Bernardino, CA 92410

Phone: (909) 884-8276 Fax: (909) 885-4407

Web: www.sanbag.ca.gov



•San Bernardino County Transportation Commission •San Bernardino County Transportation Authority  
•San Bernardino County Congestion Management Agency •Service Authority for Freeway Emergencies

DATE: October 5, 2006

TO: Local Jurisdiction Planning Directors

FROM: Cameron Brown, Data Program Administrator  
Ty Schuiling, Director of Planning and Programming

SUBJECT: Local Jurisdiction Input to the San Bernardino County Growth Forecast

The Southern California Association of Governments (SCAG) is soliciting local jurisdiction input to its socioeconomic data (SED) projections (population, households, dwelling units, and employment) to year 2035. San Bernardino Associated Governments (SANBAG) is coordinating development of projections with local jurisdictions and SCAG. It is imperative that these projections be thoroughly reviewed and verified because of their importance in the development of the Regional Housing Needs Assessment (RHNA), the Regional Transportation Plan (RTP), and local transportation plans. SCAG and SANBAG expect to finalize these numbers by early December of this year.

SANBAG has established the following timeline for development of city-level totals for the growth forecasts.

- Oct. 16, 11:30 AM to 1:15 PM – Workshop to be held at SANBAG explaining processes and methodologies of data development. The workshop is being held immediately prior to the Comprehensive Transportation Plan Technical Advisory Committee (CTP TAC). Lunch will be provided.
- Oct. 17 to 27 – One-on-one meetings with individual jurisdictions to answer questions, address concerns, and define what is necessary to reach agreement on draft numbers
- Nov. 7, 1:00 to 5:30 PM – Joint SCAG/SANBAG workshop for refining and, if possible, finalizing city-level totals
- Nov. 10 to 17 – Meet with jurisdictions requiring final adjustments of city-level totals
- Nov. 20 to Dec. 1 – Assemble final numbers from all jurisdictions
- Dec. 8 – Submit final numbers to SCAG

To familiarize yourselves with our preliminary data prior to the first workshop, SANBAG is providing several maps and tables, attached to this letter. An explanation of how the maps and tables were created is also provided in the attachment.

**Please take the time to review these numbers.** We are asking for this review prior to SCAG issuing draft city-level totals so that we can be well-positioned to present the most defensible set of data to SCAG later in the fall. More specifically, we will be looking for each city to provide a marked up or edited version of Tables 1, 2, and 3 as presented in the attachment. Failure to

PD061005-ss

Cities of: Adelanto, Barstow, Big Bear Lake, Chino, Chino Hills, Colton, Fontana, Grand Terrace, Hesperia, Highland, Loma Linda, Montclair, Needles, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Twentynine Palms, Upland, Victorville, Yucaipa  
Towns of: Apple Valley, Yucca Valley County of San Bernardino

provide the best available growth data to SCAG in a timely manner can create serious difficulties in the development of the RTP and RHNA.

All the information is being sent to the person within your jurisdiction listed as our "primary" contact for development of socioeconomic data. Let us know if this contact person should be changed. If you need additional materials, have questions, or need assistance, please do not hesitate to contact Cameron Brown at (909)884-8276 or e-mail [cbrown@sanbag.ca.gov](mailto:cbrown@sanbag.ca.gov).

Thank you for your attention to this matter.

cc: City Managers

## ATTACHMENT

This attachment contains the following information:

- Table 1. Population, dwelling units, households, and employment by jurisdiction for 2005, based on a combination of Department of Finance (DOF) data, local jurisdiction input to the SANBAG Development Mitigation Nexus Study and local input to the SCAG 2004 RTP.
- Table 2. Population, dwelling units, households, and employment by jurisdiction for 2014 (the RHNA planning year)
- Table 3. Population, dwelling units, households, and employment by jurisdiction for 2035 (the RTP planning year)
- A dot-map showing locations of projected growth in dwelling units and employment for the subarea within which your jurisdiction is located. The dot-map for your area is included as an attachment. You can download dot-maps for other areas of the county at: <ftp://gis.sanbag.ca.gov/SANBAG/GrowthForecast06>

Table 1 is based on 2005 DOF data for population, dwelling units, and households and on the SANBAG Nexus Study (and on local input for jurisdictions not in the Nexus Study) for employment, adjusted to the SCAG county-level control totals for 2005. It is important to note that SCAG has changed its method of allocating existing employment to the city level. In the past, the distribution of employment to the cities was based on several sources of jobs-related data. For the 2007 RTP, SCAG is basing the distribution of employment on the locations of workplaces as documented in the extensive surveys conducted for the Census Transportation Planning Package (CTPP) for year 2000. The surveys were conducted for an approximate 1 in 6 sample along with the 2000 census. SANBAG made adjustments to the city-level employment distribution based on growth in employment identified for each jurisdiction between 2000 and 2003 from a comparison of existing land use files. SCAG believes the use of the CTPP data provides a more reliable distribution of employment than was previously available. You will therefore see differences between the employment totals in Table 1 and those that were provided as part of the SANBAG Nexus Study. Tables 2 and 3 show the same socioeconomic data for years 2014 and 2035, respectively. These were controlled to county-level totals recently provided by SCAG for those same years.

The dot-maps are provided as a graphical illustration of where growth is projected to occur over the next 30 years. The maps represent growth, not total 2035 development. The maps show dots representing growth for each of the following four variables: single family dwelling units, multiple family dwelling units (10 DU per acre and greater), retail employment, and non-retail employment. Each dot represents 10 dwelling units or 10 employees, as indicated by the color coding for each variable. The growth was based on SANBAG's analysis of vacant land together with the general plan designations and development densities for each local jurisdiction. Redevelopment was projected in areas where existing land uses could realistically turn over to new uses or densify within the next 30 years. Growth was controlled to be generally consistent with the difference between the 2005 and 2035 SED in Tables 1 and 3.

During the one-on-one meetings between October 17 and 27 we will be discussing with each jurisdiction possible revisions to Tables 1, 2, and 3. We also expect to be able to provide SED by individual traffic analysis zone (TAZ) by the time of the workshop on October 16.

**Table 1. Population, Dwelling Units, Households, and Employment by Jurisdiction for 2005 (October 5, 2006 draft for review and discussion by local jurisdictions and SANBAG)**

CITY	2005 TOTAL POP	2005 SF DWLNG UNITS	2005 MF DWLNG UNITS	2005 TOTAL DWLNG UNITS	2005 HHOLDS (OCC. DU)	2005 RETAIL EMPL.	2005 NON- RET. EMPL.	2005 TOTAL EMPL.
ADELANTO	23,675	5,230	1,748	6,977	5,625	624	4,490	5,114
APPLE VALLEY	64,672	18,195	4,619	22,814	19,926	2,636	9,940	12,575
BARSTOW	23,848	5,861	4,052	9,913	7,879	3,174	8,972	12,146
BIG BEAR LAKE	6,228	8,270	1,185	9,454	8,054	1,569	4,215	5,784
CHINO	77,022	14,637	4,604	19,241	17,551	16,061	31,183	47,243
CHINO HILLS	78,819	19,811	3,034	22,845	21,154	1,090	7,596	8,686
COLTON	52,292	10,235	6,080	16,315	14,277	6,464	16,339	22,803
FONTANA	162,069	34,528	8,293	42,821	38,261	9,680	35,273	44,953
GRAND TERRACE	12,550	3,124	1,443	4,567	4,090	839	2,103	2,942
HESPERIA	77,088	20,834	4,119	24,954	22,088	3,181	11,751	14,932
HIGHLAND	51,512	12,681	3,594	16,274	13,937	3,271	2,456	5,727
LOMA LINDA	21,867	4,437	4,363	8,800	7,786	5,838	10,932	16,770
MONTCLAIR	35,986	6,193	3,177	9,370	8,580	5,791	9,724	15,516
NEEDLES	5,624	1,584	1,232	2,817	2,205	842	2,381	3,223
ONTARIO	172,558	31,441	15,369	46,810	42,552	36,997	70,041	107,037
RANCHO CUC.	163,898	37,565	13,999	51,564	47,185	12,831	46,854	59,685
REDLANDS	71,220	17,956	8,446	26,401	23,762	9,022	29,472	38,494
RIALTO	100,513	19,816	7,214	27,030	24,140	4,629	17,173	21,802
SAN BERNARDINO	202,353	41,316	24,274	65,590	54,910	33,136	62,123	95,264
TWENTYNINE PALMS	27,670	6,084	2,677	8,762	6,916	665	2,373	3,038
UPLAND	74,641	17,061	9,303	26,364	24,005	13,305	13,123	26,428
VICTORVILLE	87,577	22,061	6,300	28,360	24,954	7,093	24,325	31,423
YUCAIPA	50,018	12,702	5,882	18,584	16,583	2,696	6,635	9,331
YUCCA VALLEY	19,979	7,193	1,762	8,955	7,577	1,298	3,024	4,322
UNINCORP.	307,323	108,945	21,472	130,416	112,002	20,460	68,302	88,762
COUNTY TOTAL	1,971,000	487,760	168,240	656,000	576,000	203,198	500,802	704,000



**Table 2. Population, Dwelling Units, Households, and Employment by Jurisdiction for 2035 (October 5, 2006 draft for review and discussion by local jurisdictions and SANBAG)**

CITY	2014 TOTAL POP Adjusted	2014 SF DWLNG UNITS	2014 MF DWLNG UNITS	2014 TOTAL DWLNG UNITS	2014 HHOLDS (OCC. DU) Adjusted	2014 RETAIL EMPL.	2014 NON- RET. EMPL.	2014 TOTAL EMPL.
ADELANTO	51,861	12,555	3,427	15,981	12,901	808	5,810	6,618
APPLE VALLEY	78,434	21,849	6,462	28,311	24,753	3,371	12,713	16,084
BARSTOW	28,758	7,522	4,705	12,228	9,729	4,694	13,267	17,961
BIG BEAR LAKE	6,492	8,778	1,225	10,004	8,530	2,034	5,465	7,499
CHINO	94,621	17,303	6,899	24,202	22,099	18,014	34,975	52,989
CHINO HILLS	86,347	21,978	3,496	25,474	23,611	1,211	8,435	9,646
COLTON	66,115	11,589	9,225	20,814	18,232	9,783	24,727	34,510
FONTANA	197,953	43,107	10,428	53,535	47,884	11,433	41,659	53,092
GRAND TERRACE	13,728	3,367	1,717	5,085	4,557	1,025	2,569	3,594
HESPERIA	107,845	29,710	6,243	35,953	31,860	5,328	19,679	25,007
HIGHLAND	59,655	15,506	3,734	19,240	16,493	5,153	3,869	9,022
LOMA LINDA	25,935	5,487	5,181	10,668	9,448	7,563	14,161	21,724
MONTCLAIR	37,601	6,574	3,365	9,939	9,110	7,322	12,295	19,616
NEEDLES	5,658	1,614	1,256	2,871	2,250	862	2,437	3,299
ONTARIO	223,332	41,086	21,095	62,181	56,585	45,423	85,993	131,416
RANCHO CUC.	185,117	41,272	18,104	59,376	54,388	16,190	59,123	75,313
REDLANDS	82,381	21,289	9,885	31,174	28,086	10,827	35,367	46,194
RIALTO	109,811	21,986	8,068	30,053	26,866	6,033	22,380	28,413
SAN BERNARDINO	212,828	44,082	25,975	70,057	58,706	40,399	75,745	116,144
TWENTYNINE PALMS	31,687	7,190	3,046	10,236	8,089	920	3,284	4,203
UPLAND	84,761	19,528	11,004	30,531	27,827	16,143	15,922	32,065
VICTORVILLE	107,868	28,045	7,724	35,769	31,505	10,400	35,640	46,040
YUCAIPA	58,525	15,546	6,663	22,209	19,839	3,404	8,379	11,782
YUCCA VALLEY	21,984	8,117	1,914	10,032	8,496	1,622	3,780	5,402
UNINCORP.	344,704	124,237	24,842	149,079	128,157	23,597	78,772	102,368
COUNTY TOTAL	2,323,000	579,318	205,682	785,000	690,000	253,556	626,444	880,000

**Table 3. Population, Dwelling Units, Households, and Employment by Jurisdiction for 2035 (October 5, 2006 draft for review and discussion by local jurisdictions and SANBAG)**

CITY	2035 TOTAL POP Adjusted	2035 SF DWLNG UNITS	2035 MF DWLNG UNITS	2035 TOTAL DWLNG UNITS	2035 HHOLDS (OCC. DU) Adjusted	2035 RETAIL EMPL.	2035 NON- RET. EMPL.	2035 TOTAL EMPL.
ADELANTO	118,182	30,366	7,541	37,906	30,587	1,264	9,091	10,354
APPLE VALLEY	111,379	31,627	11,134	42,760	37,379	5,203	19,621	24,824
BARSTOW	40,520	11,831	6,499	18,330	14,581	8,401	23,748	32,150
BIG BEAR LAKE	7,177	10,468	1,390	11,858	10,110	3,190	8,569	11,759
CHINO	136,690	24,514	12,648	37,163	33,926	23,193	45,031	68,224
CHINO HILLS	104,829	28,293	4,775	33,068	30,645	1,534	10,586	12,220
COLTON	95,726	15,413	17,091	32,504	28,467	17,863	45,152	63,014
FONTANA	283,783	65,594	16,007	81,601	72,973	15,916	57,996	73,912
GRAND TERRACE	16,622	4,127	2,456	6,584	5,900	1,493	3,745	5,239
HESPERIA	180,758	52,123	11,557	63,679	56,414	10,520	38,856	49,376
HIGHLAND	79,290	22,989	4,274	27,263	23,367	9,722	7,300	17,021
LOMA LINDA	35,701	8,251	7,385	15,636	13,846	11,848	22,184	34,032
MONTCLAIR	41,768	7,839	3,997	11,836	10,848	11,146	18,716	29,861
NEEDLES	5,800	1,778	1,383	3,161	2,477	938	2,651	3,589
ONTARIO	344,177	65,947	35,664	101,611	92,445	66,651	126,179	192,829
RANCHO CUC.	236,592	52,288	28,720	81,008	74,190	24,587	89,787	114,375
REDLANDS	109,298	30,286	13,809	44,095	39,720	15,412	50,343	65,754
RIALTO	132,673	28,307	10,523	38,830	34,706	9,516	35,301	44,817
SAN BERNARDINO	239,529	53,064	31,433	84,497	70,797	58,738	110,128	168,866
TWENTYNINE PALMS	41,394	10,184	4,080	14,264	11,269	1,546	5,521	7,068
UPLAND	109,276	26,403	15,603	42,006	38,279	23,321	23,002	46,323
VICTORVILLE	156,359	43,616	11,490	55,106	48,527	18,463	63,269	81,732
YUCAIPA	78,995	23,075	8,867	31,942	28,527	5,173	12,735	17,909
YUCCA VALLEY	26,896	10,739	2,380	13,119	11,110	2,434	5,674	8,108
UNINCORP.	435,586	167,041	34,129	201,171	172,910	31,728	105,917	137,645
COUNTY TOTAL	3,169,000	826,162	304,838	1,131,000	994,000	379,798	941,202	1,321,000

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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
- 

AGENDA ITEM: 7

**Date:** November 1, 2006

**Subject:** Award of Freeway Service Patrol (FSP) Tow Services Contracts

**Recommendation:\*** Request approval to award four contracts for FSP tow services:

1. Contract No. C07028 to Al & Son's Towing, Inc. for FSP beat No. 4, for a three-year period not to exceed \$576,216, as well as two one-year options for these services, as outlined in the Financial Impact Section below;

2. Contract No. C07107 to Pepe's Towing Service, Inc. for FSP beat No. 6, for a three-year period not to exceed \$626,576, as well as two one-year options for these services, as outlined in the Financial Impact Section below;

3. Contract No. C07108 to JLM Towing Services, Inc. for FSP beat No. 7, for a three-year period not to exceed \$568,017, as well as two one-year options for these services, as outlined in the Financial Impact Section below;

4. Contract No. C07109 to Armada Transport, DBA Armada Towing for FSP beat No. 8, for a three-year period not to exceed \$571,531, as well as a two one-year option for these services, as outlined in the Financial Impact Section below.

**Background:** FSP consists of a fleet of tow trucks roaming urban freeways for the purpose of assisting motorists with their disabled vehicles during peak periods of congestion. The stretch of highway that the fleet roams up and down is referred to as a "beat."

\*

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*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

As tow trucks roam a particular beat, motorists can expect a quick response from FSP when the motorists' vehicles become disabled. Over the years, FSP programs have demonstrated many benefits by reducing the amount of time a motorist is in unsafe conditions in traffic lanes, traffic delay, fuel consumption, vehicular emissions and secondary accidents.

Staff has been working for the past several years to bring a full scale FSP program to the county's valley area. In January of 2006 the first four FSP beats were implemented. This included three beats on the I-10 from the Los Angeles county line to Waterman Avenue (in the City of San Bernardino), and one beat on the I-15 from the Riverside County line to Baseline (in the City of Rancho Cucamonga/Fontana). Since these first four beats were implemented the program has been tremendously successful averaging 2,000 motorist assists per month.

The FY 2005/2006 allocation was sufficient to fund up to six beats; however, the two additional beats that have been funded could not begin until SANBAG secured a dedicated radio frequency that is used by CHP and tow providers. The current FSP beats use Riverside County's FSP radio frequency at this time. The San Bernardino County FSP radio frequency is under development and is slated to be in service by the beginning of the calendar year.

While these activities were taking place, in the Spring of 2006, the State submitted a budget change request so that \$6.2 million in funding could be added to the State FSP funding pot. With the FY 2006/2007 Budget approved, SANBAG is now able to fund on an ongoing basis, an additional two beats, which would bring the State funded program up to eight beats plus the construction FSP on the I-10.

After Board approval, a Request for Proposal (RFP) C07-028 was released on August 2, 2006 for four FSP beats. This included one beat on SR-60 from the Los Angeles county line to Milliken, one on the I-10 between Waterman and Orange, and two beats along the I-215 from the Riverside county line to University Parkway. The RFP was posted on the agency's website, advertisements were placed in local newspapers, and an RFP notification was mailed to tow operators in the surrounding Southern California area which are on the California Highway Patrol's (CHP) rotational tow lists (which is an RFP requirement). A mandatory pre-proposal meeting was conducted on August 22, 2006. As a result, eight tow operators ultimately submitted proposals in response to this RFP, including (in alphabetical order):

1. Al & Son's Towing, Inc.
2. Armada Transport Inc., DBA Armada Towing

3. Bob and Dave's Towing,
4. JC Towing,
5. JLM Towing Services, Inc.
6. Pepe's Towing Service Inc.,
7. Steve's Towing, and
8. Top Towing.

An Evaluation Team consisted of representative(s) from the CHP local office (Inland Communication Center), Riverside County Transportation Commission, Caltrans District 8 and SANBAG staff.

After reviewing the proposals, the Evaluation Team short-listed the Proposers and conducted site visits. Based on the evaluation criteria contained in the RFP, the Evaluation Team has recommended the following:

1. Beat 4 to be awarded to Al & Son's Towing (a three-year contract award not to exceed \$576,216, with two one-year options),
2. Beat 6 to be awarded to Pepe's Towing Service, Inc. (a three-year contract award not to exceed \$626,576, with two one-year options).
3. Beat 7 to be awarded to JLM Towing Services, Inc. (a three-year contract award not to exceed 568,017, with two one-year options), and
4. Beat 8 to be awarded to Armada Transport Inc, DBA Armada Towing (a three-year contract award not be exceed \$571,531, with two one-year options)

These four firms were deemed superior to the other proposers due to their experience with both FSP and CHP's Rotational Tow programs, their price structure, their approach to the services, and their commitment in management, staffing and resources to the program. The specific beats awarded to each firm were based on their close proximity to the beats, as well as their ability to meet backup vehicle requirements as outlined in the RFP.

Attached are the scope of services and pricing information that will be included in the four tow operator's contracts. Upon Board approval, the contracts will be executed and it is anticipated that Beats 4 and 6 will begin on January 3 of 2007, and Beats 7 and 8 are anticipated to begin in March of 2007.

**Financial Impact:** Funds for the tow providers for the four new beats were included in the FY 2006/2007 Budget, and will be funded through a combination of State funds,

Measure I Traffic Enhancement and Environmental Funds, and Mobile Source Air Pollution Reduction Review Committee funding. Services expended in subsequent FYs will be included in those respective budgets. The contracts total \$2,342,340 over the three year period, and will be funded through State FSP program funds (\$1,310,190.40) and Measure I Traffic Enhancement and Environmental Funds (\$227,909.60), and Mobile Source Air Pollution Reduction Review Committee funding (\$804,240). TN 0670400 Motorist Aid.

*Reviewed By:* Supervisor Biane and Supervisor Gonzales reported a conflict of interest regarding this item but left the meeting prior to the item being heard. This item was reviewed and unanimously recommended for approval by the remaining members of the Plans and Programs Committee on October 18, 2006. The contracts for all four tow operators have been approved as to form by legal counsel. *(Meeting chaired by Paul Eaton).*

*Responsible Staff:* Kelly Lynn, Manager of Air Quality/Mobility Programs

**SANBAG Contract No. C07028**

by and between

San Bernardino Associated Governments

and

AL & SON'S TOWING, INC.

for

FREEWAY SERVICE PATROL FOR BEAT # 4 WITHIN SAN BERNARDINO COUNTY

**FOR ACCOUNTING PURPOSES ONLY**

<input checked="" type="checkbox"/> Payable	Vendor Contract # <u>C07028</u>	Retention:	<input checked="" type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID <u>ASTI</u>	<input type="checkbox"/> Yes ____ % <input type="checkbox"/> No	<input type="checkbox"/> Amendment

Notes:

Original Contract:      \$ <u>576,216</u>	Previous Amendments Total:      \$ ____
	Previous Amendments Contingency Total:      \$ ____
Contingency Amount:      \$ ____	Current Amendment:      \$ ____
	Current Amendment Contingency:      \$ ____

Contingency Amount requires specific authorization by Task Manager prior to release.

**Contract TOTAL → \$ 576,216**

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
<u>70407000</u>	<u>5553</u>	<u>State FSP</u>	<u>multi</u>	<u>\$ 195,981</u>
<u>70407000</u>	<u>5553</u>	<u>MSRC</u>	<u>0767</u>	<u>\$ 380,235</u>
_____	_____	_____	_____	\$ ____
_____	_____	_____	_____	\$ ____

Original Board Approved Contract Date: <u>11/1/06</u>	Contract Start: <u>11/1/06</u>	Contract End: <u>12/31/09</u>
New Amend. Approval (Board) Date: _____	Amend. Start: _____	Amend. End: _____

**If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:**

Approved Budget Authority →	Fiscal Year: <u>0607</u> \$ <u>96,036</u>	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ <u>480,180</u>
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Is this consistent with the adopted budget?    ☒ Yes    ☐ No

If yes, which Task includes budget authority? 704CZZ07

If no, has the budget amendment been submitted?    ☐ Yes    ☐ No

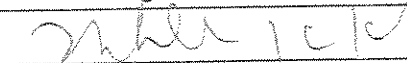



**CONTRACT MANAGEMENT**

Please mark an "X" next to all that apply:

☐ Intergovernmental    ☒ Private    ☐ Non-Local    ☐ Local    ☐ Partly Local

Disadvantaged Business Enterprise: ☐ No    ☐ Yes \_\_\_\_ %

Task Manager: Michelle Kirkhoff      Contract Manager: Kelly Lynn

	
Task Manager Signature	Contract Manager Signature
	
Chief Financial Officer Signature	Date
	<u>10/10/06</u>

Filename: CSSC07028

Form 28 06/06

### Work Plan

Alfonso Solorio Sr., President/ General Manager will be accountable for any negotiations between Al & Son's Towing, Inc. and any contract representatives from San Bernardino Associated Governments, California Highway Patrol, or the California Department Of Transportation. In addition Al & Son's Towing, Inc. also awarded Alfonso Solorio Jr., Manager to negotiate any business decisions regarding Freeway Service Patrol and SANBAG. Al & Son's is currently operating five tow trucks with complete equipment for CHP. Subsequent to the agreement of SANBAG and Al & Son's Towing, Inc. contract, Al & Son's Towing, Inc., will purchase three new operating units equipped with all required equipment listed in the contract (Exhibit C- equipment requirements). Two tow trucks will be on a daily operating schedule routine covering Beat 4 on the contract between SANBAG and Al & Son's Towing, Inc. The third tow truck purchase for FSP will be on standby on the premises of Al & Son's Towing property. The standby truck will be backup for any tow truck in route incase of an emergency or breakdown of one of the truck. Al & Son's Towing, Inc. has located a manufacture that will complete all three units within 30 to 45 days from the approval date, if honored contract with SANBAG.

Upon the project implementation of the new contract, if awarded and the three new units purchased, Alfonso Solorio Jr. (project manager) will be held accountable for inspecting all required equipment. He will also be accountable for appropriate logos, painting, and lettering as required for all three units. Upon full inspection of each vehicle by the project manager, all three units shall be subject to account and pass CHP and FSP inspection, which is mandatory and strictly enforced by the contract agreement.

We understand by purchasing three new units we will minimize the concern of breakdowns of the operating units. We would also benefit the SANBAG program by keeping our beat clear as possible of any hazards due to having reliable tow trucks with professional service provided.

Al & Son's Towing, Inc, will immediately hire three new approved operators for FSP beat 4. All drivers will also be accurately trained and are to be required to pass CHP certification in order to work FSP. All existing and new employees are required by Al & Son's Towing, Inc. to be certified and approved by CHP for any criminal background checks. All employees approved by CHP for FSP will also be required as backup incase of an injury or illness of a current FSP driver.

The general manager and manager of Al & Son's Towing will provide proper training for all tow truck operators. Operators will be trained how to do a walk around inspection of their unit before operating the truck for safety reasons. This inspection will be on a daily basis prior to the start of their shift. Drivers will also be trained to wear the appropriate uniforms and have the right equipment as mentioned in the contract in Attachment A before their shift begins. It will be the operator's responsibility to inspect and obtain all equipment needed to start their shift. The manager, before the operators report to their assigned duties will conduct all final inspections.



**EXHIBIT "A"**  
**Scope of Work**

C07028

We will supervise this program by seeking that all requirements needed, will be provided daily for professional service and safety. Management will oversee daily inspections provided by the operators, prior to their shift for authorization to begin their assigned duties. If any equipment required is not available, the manager will immediately replenish any missing items to maintain their daily routine. The supervisor will also seek that the operator's are properly uniformed and presentable prior to each shift.

Employees at Al & Son's Towing are properly trained to respond and meet the requirements for our CHP contracts. Management provides employees with specific standards regarding meeting all project schedules and precise timeframes. We plan to share our professional experience by providing great service and meeting all anticipated necessities for FSP. Al & Son's Towing is located six miles away from the designated area, which we can provide immediate response to our assigned duties, incidents, or breakdowns that may occur during or prior the shift. Alfonso Solorio Sr. (President/ General Manager), Alfonzo Solorio Jr. (Manager), and/or Olga Solorio (CEO/ Office Manager) will be available at all times and days of FSP operating hours to assist and assure the SANBAG Program. Any changes or additional assistance to any management programs concerning FSP will be conducted and approved by SANBAG.

**Project Schedule**

1. Consult final conformity with representatives from SANBAG, CHP, and CALTRANS.
2. Purchase three new units and submit all required equipment, logos, and qualifications needed for FSP.
3. Provide a mandatory inspection of each unit with CHP.
4. Hire and train new drivers for the new FSP program with proper certification and background checks immediately after the conformity.
5. Contain new drivers, three units, and equipment prepared for their assigned FSP Beat and responsibilities.
6. Project will commence January 3, 2007.

## ATTACHMENT B

## SAN BERNARDINO COUNTY FREEWAY SERVICE PATROL

PROPOSAL FORMFIRM NAME: Al & Son's Towing, Inc.

This form must be completed by owner or authorized representative. The purpose of this form is to ensure that you are aware of all costs of Freeway Service Patrol service and to simplify the selection panel's review of your proposal. All questions must be answered. (DO NOT SIMPLY SAY "REFER TO RFP PAGE #xx")

UNDERSTANDING OF CONTRACT TERMS:

1. Owner's Number of Years of Tow Truck Operations  
(5 years minimum):

Years as Owner: 9 Years in Towing Business: 9Years in CHP Rotation Tow: 5Current Number of Tow Trucks Operating: 5

5:30am to 8:30am (M-F) then from 3:00pm to 7:00pm (M-TH)

2. FSP Beat Operating Hours: and 1:00pm to 7:00pm (M-TH)

3. Describe Activities Prohibited by FSP Contractors:

Contractor is prohibited from sending uncertified FSP/CHP drivers to respond to any FSP Beats. FSP contractors are prohibited to accept any types of gratuities. Recommendations of any repair shops, secondary towing, or services is also strictly prohibited. Contractors are prohibited from disobeying any standard requirements regarding the contract with FSP Policy.

4. Describe FSP Contractor Duties on a Daily Basis:

Contractor's duties are to maintain a Motorist Assist Form of performed work and activities. Contractors are to provide assistance for tire changes, jumpstarts, and diesel or gasoline fuel, temporarily tape cooling system hoses, refill radiators, and towing to a designated CHP/FSP drop-offs with our professional courtesy. Prior to each shift FSP certified drivers would complete a Truck and Equipment Inspection Work Sheet for the safety of our drivers and community.

5. How Frequently will Your Trucks be Inspected by CHP?

All FSP trucks will be inspected periodically as determined by CHP, prior to the commencement of the service and regulations.

6. What Tests Must an FSP Driver Pass before Operating FSP Service?

- A. 2431(C) VC Criminal Background Check and DOJ Fingerprinting
- B. 2436.7(B) VC CHP Training Course and Completion
- C. Driving Record Check

7. What Does an FSP Driver Wear?

FSP operators must obey required uniform, which consist of navy blue shirts and pants or navy blue jumpsuits that obtain FSP logos, no other colors are allowed. Operators name must be visible. Orange and yellow safety vest must be worn at all times and must be reflected, which also presents FSP logos and operators name. Operators will also wear black steel toe boots to match their uniform.

8. What Equipment is Found on an FSP Tow Truck? (Attach separate list)

See Exhibit "C" – Equipment Requirements

9. What are the FSP Insurance Requirements You Must Meet?

- |   |  |
|---|--|
| 1. Commercial General Liability Insurance       | 2. General Liability Policy Coverage                       |
| A. Per Occurrence                               | A. Premises and Operation                                  |
| B. Project Specification Aggregate              | B. Products/ Completed Operations with limits of           |
| C. Products/ Completed Operations               | \$1,000,000  |
| D. Personal Injury Limit                        | C. Contractual Liability expressly including liability     |
|   | assumed under this contract.                               |
|   | D. Independent Contractors Liability                       |
| 3. Comprehensive Automobile Liability Insurance | 4. Workers Compensation and Employers Liability Insurance. |

10. How Many Trucks (including back-up trucks) and Drivers Must You Have for this Beat? Attach a list of trucks (to be acquired and/or currently owned) that will be used for the FSP service. Include the year, manufacturer, model, current mileage and vehicle identification number (VIN). (See RFP Section 4.4, Equipment Requirements). If a Proposer does not own the required number of trucks for the FSP beat, a statement as to how the new trucks will be required and the timeline for acquisition must be provided with the list of trucks.

Three new units will be needed for this beat. Two trucks will be operating at all times and one truck will be on standby. These new units will be in process immediately from approval of contract and will be completed within 30 to 45 days. (See authorization from Manufacture)

11. Who May We Contact by Phone for References?  
(Provide at least three Client references. Do not include SANBAG, CHP, Caltrans, banks, equipment suppliers, friends or relatives. Previous client rates need not be included.)

Client Name & Address	Contact Person	Phone #
Air Quality Management District 21865 E. Copley Dr. Diamond Bar, Ca, 91765	Mariano Vargas	(909) 396-2045
La Puente Post Office 15339 Elliot Ave. La Puente, Ca, 91747	Debra	(626) 968-1404
Dreyers Ice Cream 351 Cheryl Lane City of Industry, Ca, 91789	Al Moreno	(909) 595-0677

12. Additional Information may be Attached.

Name: 

Date: 5-11-06

Name of Assistants Completing Form: Alfonzo Solorio Jr.

# **BEAT 4 PRICE SUMMARY SHEET**

**Beat 4 - SR 60 Reservoir St. (LA County Line) to Milliken Ave**

Instructions: On this form please quote the firm-fixed rate that will be charged for each vehicle service hour for the services outlined in the Scope of Services presented in this RFP. Prices must be submitted for the initial term as well as the "option terms". The vehicle service hour proposed shall include all direct costs, indirect costs, and profit.

## TERM

## HOURLY RATE

Initial Term: January 3, 2007 through  
December 31, 2009

\$ 49.20

(this rate must coincide with the rate identified in line  
"a" on the Detailed Itemized Cost Schedule)

Option Term #1, January 1, 2010 - December 31, 2010 \$ 53.95

Option Term #2, January 1, 2011 - December 31, 2011 \$ 60.91

NOTE: Your proposal should take into consideration all vehicles, equipment, operating cost, insurance, overhead, training classes, personnel, tools, fuel (for motorist as well as vehicles) supplies, expendable items, incidentals, etc. A DETAILED itemized cost schedule used to develop hourly rate must be attached for proposal to be accepted. Please refer to Section 4, Scope of Services, to ensure that you have covered all possible costs in your proposal.

VEHICLE INFORMATION - include VIN and mileage of existing vehicles. If you plan to purchase new vehicles, under the VIN and Mileage indicate "Plan to purchase new vehicles"

Year	Manufacture	Model	VIN	Mileage
			"Plan to purchase new vehicles"	

This offer remains firm for 120 days from the date of proposal.  
(Minimum 120 days)

AUTHORIZED SIGNATURE: \_\_\_\_\_

DATE: 9-25-06

# EXHIBIT "B" COMPENSATION AND PAYMENT

## Overview of Three Year Contract with Al & Son's Towing, Inc. for BEAT 4

Hourly Costs (per truck)	No. of Hours	5% Contingency	Total Hours	Beat 4
Hourly rate per truck in 3 year contract period				\$ 49.20
Budget for Initial Term: 1/3/07 - 12/31/09				
FY 06/07	929.50	46.48	975.98	\$ 96,036
FY 07/08	1,859.00	92.95	1,951.95	\$ 192,072
FY 08/09	1,859.00	92.95	1,951.95	\$ 192,072
FY 09/10	929.50	46.48	975.98	\$ 96,036
Beat Total:	5,577.00	278.85	5,855.85	\$ 576,216

Notes: Average Annual Hours = 1,859 Per Truck Per Beat; 2 trucks each Beat

Hourly Rate for Option Yr. #1 \$ 53.95

Hourly Rate for Option Yr. #2 \$ 60.91

SANBAG Contract No. C07107

by and between

San Bernardino Associated Governments

and

PEPE'S TOWING SERVICE, INC.

for

FREEWAY SERVICE PATROL FOR BEAT # 6 WITHIN SAN BERNARDINO COUNTY**FOR ACCOUNTING PURPOSES ONLY**☒ PayableVendor Contract # C07107

Retention:

☒ Original☐ ReceivableVendor ID PTSI☒ Yes \_\_\_\_ % ☐ No☐ Amendment

Notes:

Original Contract: \$ 626,576

Previous Amendments Total: \$ \_\_\_\_

Previous Amendments Contingency Total: \$ \_\_\_\_

Contingency Amount: \$ \_\_\_\_

Current Amendment: \$ \_\_\_\_

Current Amendment Contingency: \$ \_\_\_\_

Contingency Amount requires specific authorization by Task Manager prior to release.

**Contract TOTAL → \$ 626,576**

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
<u>70407000</u>	<u>5553</u>	<u>State FSP</u>	<u>multi</u>	\$ <u>202,571</u>
<u>70407000</u>	<u>5553</u>	<u>MSRC</u>	<u>0767</u>	\$ <u>424,005</u>
_____	_____	_____	_____	\$ ____
_____	_____	_____	_____	\$ ____

Original Board Approved Contract Date: 11/1/06 Contract Start: 11/1/06 Contract End: 12/31/09

New Amend. Approval (Board) Date: \_\_\_\_\_ Amend. Start: \_\_\_\_\_ Amend. End: \_\_\_\_\_

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget  
Authority →Fiscal Year: 0607\$ 104,429.33Future Fiscal Year(s) -  
Unbudgeted Obligation →\$ 522,146.67Is this consistent with the adopted budget? ☒ Yes ☐ NoIf yes, which Task includes budget authority? 704CZZ07If no, has the budget amendment been submitted? ☐ Yes ☐ No**CONTRACT MANAGEMENT**

Please mark an "X" next to all that apply:

☐ Intergovernmental☒ Private☐ Non-Local☐ Local☐ Partly LocalDisadvantaged Business Enterprise: ☐ No ☐ Yes \_\_\_\_ %Task Manager: Michelle KirkhoffContract Manager: Kelly Lynn

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

Filename: CSSC07107

Form 28 06/06

## WORK PLAN

Pepe's Towing Service has a long uninterrupted service the Freeway Service Program since 1994. We have a clear understanding the programs goals along with rules, regulations and policies connected with the program. The company started in the Riverside County Transportation Commission's program and is currently participating in San Bernardino Associated Government's program.

The company takes pride in the quality service its provides all its clients. We accomplish this service in the hiring and training of our drivers and the supervision to make sure the policies are adhered to.

All FSP drivers are recruited for only the FSP program and are Auto Club certified before attending the FSP certification training. We have a full time FSP supervisor, and an alternate, who supervises all aspects of the program including liaison with SANBAG and CHP.

If successful in this venture, we will search our current drivers to see if anyone wants to participate in the program before we advertise for FSP drivers. Our training program is already in place as mentioned above.

With the notification of participation in the program, all the trucks and drivers needed will be added to meet the program schedule.

The company's long-term participation in the FSP program speaks for itself. Our training and selection of drivers, equipment and supervision all play an important part maintaining the quality of service that's needed not only in the FSP program but maintaining a successful business.



## ATTACHMENT B

## SAN BERNARDINO COUNTY FREEWAY SERVICE PATROL

PROPOSAL FORMFIRM NAME: Pepe's Towing Service, Inc.

This form must be completed by owner or authorized representative. The purpose of this form is to ensure that you are aware of all costs of Freeway Service Patrol service and to simplify the selection panel's review of your proposal. All questions must be answered.

UNDERSTANDING OF CONTRACT TERMS:

1. Owner's Number of Years of Tow Truck Operations  
(5 years minimum):

Years as Owner: 19 Years in Towing Business: 24

Years in CHP Rotation Tow: 17

Current Number of Tow Trucks Operating: 39

2. FSP Beat Operating Hours: 5:30 am to 8:30 am (M-F) then from 3:00 pm to 7:00 pm (M-Th) and 1:00 pm to 7 pm (F)

3. Describe Activities Prohibited by FSP Contractors: An FSP Contractor is prohibited from sending a non-certified driver out to a beat or using a vehicle that has not been approved for FSP use by CHP. Contractor is prohibited from leaving his FSP detachable marking on his vehicle before or after beat hours. Recommending repair facilities or body shops is strictly prohibited.

4. Describe FSP Contractor Duties on a Daily Basis: Respond to CHP dispatches for service, maintain all paperwork relating to FSP activities. Provide for the rapid removal of disabled vehicles and those involved in minor accident on the freeway. FSP operator may be required to change flat tires, provide "jump starts", provide gasoline and fuel. All services will be provided free of charge and no gratuities will be accepted or perform secondary tow services.

5. How frequently will Your Trucks be inspected by CHP?

Prior to commencement of the service, the CHP will inspect each vehicle designated for the FSP. And succeeding inspections will occur periodically as determined by CHP.

6. What Tests Must an FSP Driver Pass before Operating FSP Service?

A. Criminal Background Check

B. Driving Record Check

C. Proficiency Test

## 7. What Does an FSP Driver Wear?

The FSP driver must wear navy blue jumpsuits or navy blue shirts and pants. H.D. Lee Company Style No. 018-3041 or commercial Uniform co style No 201 or equal. First initial and last name Sewn above right chest pocket. A detachable metal nameplate may be worn in place of the broidered named plate. A safety vest orange or lime in color with reflected white stripes shall be worn. The vest must have a small FSP logo patch over the left front pocket. In addition a large FSP patch sewn on the back. All FSP Drivers shall wear general duty black work boots with protective steel toe. Hats if worn, shall be a navy blue baseball cap with no logos other than a FSP shoulder patch may be sewn on the hat above the brim.

## 8. What Equipment is found on an FSP Tow Truck? (Attach separate list)

## 9. What are the FSP Insurance Requirements You Must Meet?

### 1. Commercial General Liability

(A)	<u>Per occurrence</u>	<u>\$1,000,000</u>
(B)	<u>Project Specific Aggregate</u>	<u>\$1,000,000</u>
(C)	<u>Products/Completed Operations</u>	<u>\$1,000,000</u>
(D)	<u>Personal Injury Limits</u>	<u>\$1,000,000</u>

### 2. General Liability Policy Coverage

- (A) Premises and operations
- (B) Products/Completed operations with limits of \$1,000,000
- (C) Contractual Liability expressly including liability assumed under this contract.
- (D) Independent Contractor's Liability.

### 3. Comprehensive Automobile Liability

### 4. Worker's Compensation and Employer's Liability.

10. How Many Trucks (including back-up trucks) and Drivers Must You Have for this Beat? Attach a list of trucks (to be acquired and/or currently owned) that will be used for the FSP service. Include the year, manufacturer, model, current mileage and vehicle identification number (VIN). (See RFP Section 4.4, Equipment Requirements). If a Proposer does not own the required number of trucks for the FSP beat, a statement as to how the new trucks will be required and the timeline for acquisition must be provided with the list of trucks.

This beat requires 3 trucks (including backup) and 3 drivers (including backup).

Pepe's Towing will purchase 2 new trucks for FSP. The Trucks will be 2006 Nissan 2300

11. Who May We Contact by Phone for References?

(Provide at least three Client references. Do not include SANBAG, CHP, Caltrans, banks, equipment suppliers, friends or relatives.)

<u>Client Name &amp; Address</u>	<u>Contact Person</u>	<u>Phone</u>
<u>Riverside Police Department</u> <u>4020 Orange St</u> <u>Riverside, CA 92501</u>	<u>Dep Chief Dave Dominguez</u>	<u>951-351-6073</u>
<u>Auto Club of Southern CA</u> <u>5204 Philadelphia Ave., Suite A</u> <u>Chino, CA 91078</u>	<u>Jil Ramirez</u>	<u>909-364-1507</u>
<u>Tri Stone Development Co</u> <u>2637 Country Club Dr.</u> <u>Redlands, CA 92326</u>	<u>Jim Sullivan</u>	<u>909-910-0520</u>

12. Additional Information may be attached.

Name: \_\_\_\_\_

Date: 9-7-06

Name of Assistant Completing Form: Tony Scott

**BEAT 6  
PRICE SUMMARY SHEET**

Beat 6 - I-215 Center St. (Riverside County Line) to 2nd St.

Instructions: On this form please quote the firm-fixed rate that will be charged for each vehicle service hour for the services outlined in the Scope of Services presented in this RFP. Prices must be submitted for the initial term as well as the "option terms". The vehicle service hour proposed shall include all direct costs, indirect costs, and profit.

**TERM****HOURLY RATE**

Initial Term, January 3, 2007 - December 31, 2009 (this rate must coincide with the rate identified in line "A" on the Detailed Itemized Cost Schedule)	\$ 53.50
Option Term #1, January 1, 2010 -December 31, 2010	\$ 59.00
Option Term #2, January 1, 2011 -December 31, 2011	\$ 65.05

NOTE: Your proposal should take into consideration all vehicles, equipment, operating cost, insurance, overhead, training classes, personnel, tools, fuel (for motorist as well as vehicles) supplies, expendable items, incidentals, etc. A DETAILED itemized cost schedule used to develop hourly rate must be attached for proposal to be accepted. Please refer to Section 4, Scope of Services, to ensure that you have covered all possible costs in your proposal.

**VEHICLE INFORMATION**

Pepe's Towing will purchase 2 new trucks for FSP. The trucks will be 2007 Nissan 2300.

This offers remains firm for 120 days from the date of proposal.  
(Minimum 120 days)

AUTHORIZED SIGNATURE:

DATE: 10-2-06

*Sony Scott*  
*For Mary Acosta*

# EXHIBIT "B" COMPENSATION AND PAYMENT

## Overview of Three Year Contract with Pepe's Towing Service, Inc for BEAT 6

Hourly Costs (per truck)	No. of Hours	5% Contingency	Total Hours	Beat 6
Hourly rate per truck in 3 year contract period				\$ 53.50
Budget for Initial Term: 1/3/07 - 12/31/09				
FY 06/07	929.50	46.48	975.98	\$ 104,429
FY07/08	1,859.00	92.95	1,951.95	\$ 208,859
FY 08/09	1,859.00	92.95	1,951.95	\$ 208,859
FY 09/10	929.50	46.48	975.98	\$ 104,429
Beat Total:	5,577.00	278.85	5,855.85	\$ 626,576

Notes: Average Annual Hours = 1,859 Per Truck Per Beat; 2 trucks each Beat  
 Hourly Rate for Option Yr. #1 \$ 59.00  
 Hourly Rate for Option Yr. #2 \$ 70.50

**SANBAG Contract No. C07108**

by and between

San Bernardino Associated Governments

and

JLM TOWING SERVICES, INC.

for

FREEWAY SERVICE PATROL FOR BEAT # 7 WITHIN SAN BERNARDINO COUNTY

**FOR ACCOUNTING PURPOSES ONLY**

<input checked="" type="checkbox"/> Payable	Vendor Contract # <u>C07108</u>	Retention:	<input checked="" type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID <u>JLMTI</u>	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input type="checkbox"/> Amendment

Notes:

Original Contract:      \$ <u>568,017</u>	Previous Amendments Total:      \$ _____
Contingency Amount:      \$ _____	Previous Amendments Contingency Total:      \$ _____
	Current Amendment:      \$ _____
	Current Amendment Contingency:      \$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

**Contract TOTAL → \$ 568,017**

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
<u>70407000</u>	<u>5553</u>	<u>State FSP</u>	<u>multi</u>	<u>\$ 454,413.60</u>
<u>70407000</u>	<u>5553</u>	<u>Measure I</u>	<u>1308</u>	<u>\$ 113,603.40</u>
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date: <u>11/1/06</u>	Contract Start: <u>11/1/06</u>	Contract End: <u>2/28/10</u>
New Amend. Approval (Board) Date: _____	Amend. Start: _____	Amend. End: _____

**If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:**

Approved Budget Authority →	Fiscal Year: <u>0607</u>	Future Fiscal Year(s) –	Unbudgeted Obligation →
	\$ <u>63,110</u>		\$ <u>504,907.00</u>

Is this consistent with the adopted budget?    ☒ Yes    ☐ No

If yes, which Task includes budget authority? 704CZZ07

If no, has the budget amendment been submitted?    ☐ Yes    ☐ No

**CONTRACT MANAGEMENT**

Please mark an "X" next to all that apply:

☐ Intergovernmental    ☒ Private    ☐ Non-Local    ☐ Local    ☐ Partly Local

Disadvantaged Business Enterprise: ☐ No    ☐ Yes \_\_\_\_\_ %

Task Manager: Michelle Kirkhoff

Contract Manager: Kelly Lynn

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

Filename: CSSC07108

# I. INTRODUCTION

My name is Moises Serrano and I represent JLM TOWING SERVICES, INC., I would like to thank Miss Kelly Lynn for the opportunity to participate as an applicant to this program from which some will have the privilege to provide service for the FSP program.

It will be a privilege if my company is to be considered part of this project, for which as a further in this documentation, I will reveal my experiences, my work plan, as well as my references. As future information will reveal in detail everything related to my actives plans, projects and experience.

## II. BACKGROUND

JLM TOWING SERVICES, INC., began conducting business on July 1990, with direct service to the public. Years later we had gotten a contract with CHP, Sheriff's Department and recently with CSUSBPD ( Cal State University San Bernardino Police Department). For this, we have provided quality and efficient service.

We are a company with specific projects that we plan to develop within the next five years from which will allow us to expand services and territory. As proof of this, we have opened a repair shop, just recently in our same facility.

Considering the time we have operating, we have obtained the necessary experience to provide liable service to our costumers and contractors.



### III. Resources

At JLM TOWING SERVICES, INC., we count with human, material, financial, and technical resources to keep supporting and expanding if required.

- Human Resources
  - Administrative and Technical Supervisor
  - Office Manager and Dispatcher
  - Three Drivers
  - Four Mechanics
- Material Resources
  - Office
  - Buildings
  - Property
  - Equipment
- Financial Resources
  - Equipment Line of Credit From Wells Fargo
  - Open Financial Offers
  - Capital On Hand
- Technical Resources
  - Supporting Business Administration: Guzman & Associates
  - Technical Support : H & S Enterprises, NAPA Truck Systems
  - Vendors and Suppliers ( NAPA)



## V. WORK PLAN

In case to be chosen, my work plan will be to follow the requirements established by SANDBAG, therefore I can anticipate the following:

The availability of three tow trucks with qualified and trained drivers and myself to be the direct appoint for this project.

## ATTACHMENT B

## SAN BERNARDINO COUNTY FREEWAY SERVICE PATROL

PROPOSAL FORMFIRM NAME: JLM TOWING SERVICES, INC.

This form must be completed by owner or authorized representative. The purpose of this form is to ensure that you are aware of all costs of Freeway Service Patrol service and to simplify the selection panel's review of your proposal. All questions must be answered. (DO NOT SIMPLY SAY "REFER TO RFP PAGE #xx")

UNDERSTANDING OF CONTRACT TERMS:

1. Owner's Number of Years of Tow Truck Operations  
(5 years minimum):

Years as Owner: 15 Years in Towing Business: 15

Years in CHP Rotation Tow: 3

Current Number of Tow Trucks Operating: 3

2. FSP Beat Operating Hours: 5:30 AM – 8:30 AM 3:00 PM – 7:00 PM Mon –Thurs

5:30 AM – 8:30 AM 1:00 PM – 7:00 PM Fri Only

3. Describe Activities Prohibited by FSP Contractors:

FSP contractors vehicles operators are not allowed to accept gratitude, perform secondary, towing services, recommend secondary tows, or recommend repair/body shocks. FSP vehicle operators shall not be allowed to tow as an independent contractor from an incident that occurred during a shift unless called as a rotation tow by CHP. Operators are prohibited from disobeying CHP on scene or at the call center at any time.

#### 4. Describe FSP Contractor Duties on a Daily Basis:

FSP contractors shall insure that his operators complete the daily inspection reports prior to each shift, and maintain the equipment properly to ensure it exceeds safety requirements. The main objective is to assist stranded motorist including: debris. Operators will continuously patrol their designing beat assignments and respond to CHP designed drop locations. They are to provide motorist with one (1) gallon of temporary tape cooling system hoses. They must at all times comply with all CHP operating procedures for the FSP program.

#### 5. How Frequently will Your Trucks be Inspected by CHP?

The FSP designated trucks will be inspected with a back- up unit by CHP prior to the commencement of the service and inspected periodically as determined by CHP thereafter.

#### 6. What Tests Must an FSP Driver Pass before Operating FSP Service?

- A. CHP two day training course and exam.
- B. Mandatory alcohol and drug testing, physical (company policy)
- C. PC234 background check by CHP and the DOJ fingerprinting check by the SBSD.

#### 7. What Does an FSP Driver Wear?

FSP operator shall be fully uninformed including a navy blue jumpsuit or shirts and pants, with a safety vest with reflective white stripes. The vest shall be orange or lime green in color. The navy blue uniforms shall be as follows: the cover-alls or shirts sleeve shall be half raglan type or set in sleeve with pleated action back; long sleeves may have barrel cuff or be equipped with snap or button closure on wrist. The length of the sleeve on the short sleeve shirts/ coveralls shall come within 1" of the inside forearm, when arm is bent at a 90 degree angle. Proper name tags with the first initial in full last name shall either be sewn above the right chest pocket or on a detachable metal name plate. The safety vest shall have all proper FSP logos sewn on the front left pocket and the larger logo shall be sewn on the middle portion of the back. All operators shall also wear duty boots, black in color with protective steel tow.

#### 8. What Equipment is Found on an FSP Tow Truck? (Attach separate list)

#### 9. What are the FSP Insurance Requirements You Must Meet?

##### 1. Commercial General Liability

- |                                |             |
|--------------------------------|-------------|
| (A) Per occurrence             | \$1,000,000 |
| (B) Project Specific Aggregate | \$1,000,000 |
| (C) Personal Injury Limits     | \$1,000,000 |

##### 2. General Liability Policy Coverage

- (A) Premises and Operations
- (B) Products/ Completed Operations with limits of \$1,000,000
- (C) Contractual Liability expressly including liability assumed under this contract
- (D) Independent contractors liability.

##### 3. Comprehensive Automobile Liability

##### 4. Workers Compensation and Employer's Liability

C07108

BEAT 7  
PRICE SUMMARY SHEET

~~Beat 8 - 1-215 Center Street (Riverside County Line) to 2<sup>nd</sup> Street~~

Instructions: On this form please quote the firm-fixed rate that will be charged for each vehicle service hour for the services outlined in the Scope of Services presented in this RFP. Prices must be submitted for the initial term as well as the "option terms". The vehicle service hour proposed shall include all direct costs, indirect costs, and profit.

TERM	HOURLY RATE
Initial Term: March 1, 2007 through February 28, 2010	\$ 48.50
<i>(this rate must coincide with the rate identified in line "a" on the Detailed Itemized Cost Schedule)</i>	
Option Term # 1, March 1, 2010 - February 28, 2011	\$50.00
Option Term #2, March 1, 2011 - February 29, 2011	\$51.00

NOTE: Your proposal should take into consideration all vehicles, equipment, operating cost, insurance, overhead, training classes, personnel, tools, fuel (for motorist as well as vehicles) supplies, expendable items, incidentals, etc. A DETAILED Itemized cost schedule used to develop hourly rate must be attached for proposal to be accepted. Please refer to Section 4, Scope of Services, to ensure that you have covered all possible costs in your proposal.

VEHICLE INFORMATION - include VIN and mileage of existing vehicles. If you plan to purchase new vehicles, under the VIN and Mileage indicate "Plan to purchase new vehicles"

Year	Manufacture	Model	VIN	Mileage
------	-------------	-------	-----	---------

JLM TOWING SERVICES, INC. will purchase three new units for

this project. See attached documents.

This offer remains firm for 120 days from the date of proposal.  
(Minimum 120 days)

AUTHORIZED SIGNATURE: .

DATE: 10/02/2006

RFPC07028.doc

Page 33 of 71

# EXHIBIT "B" COMPENSATION AND PAYMENT

## Overview of Three Year Contract with JLM Towing Service, Inc for BEAT 7

Hourly Costs (per truck)	No. of Hours	5% Contingency	Total Hours	Beat 7
Hourly rate per truck in 3 year contract period				\$ 48.50
Budget for Initial Term: 3/1/07 - 2/28/10				
FY 06/07	619.64	30.98	650.62	\$ 63,110
FY 07/08	1,859.00	92.95	1,951.95	\$ 189,339
FY 08/09	1,859.00	92.95	1,951.95	\$ 189,339
FY 09/10	1,239.36	61.97	1,301.33	\$ 126,229
<b>Beat Total:</b>	<b>5,577.00</b>	<b>278.85</b>	<b>5,855.85</b>	<b>\$ 568,017</b>

Notes:      Average Annual Hours =      1,859      Per Truck Per Beat; 2 trucks each Beat

                 Hourly Rate for Option Yr. #1      \$      50.00

                 Hourly Rate for Option Yr. #2      \$      51.00

SANBAG Contract No. C07109

by and between

San Bernardino Associated Governments

and

ARMADA TRANSPORT, DBA ARMADA TOWING

for

FREEWAY SERVICE PATROL FOR BEAT # 8 WITHIN SAN BERNARDINO COUNTY**FOR ACCOUNTING PURPOSES ONLY**

<input checked="" type="checkbox"/> Payable	Vendor Contract # <u>C07109</u>	Retention:	<input checked="" type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID <u>AT5</u>	<input type="checkbox"/> Yes ____ % <input type="checkbox"/> No	<input type="checkbox"/> Amendment

Notes:

Original Contract:	\$ <u>571,531</u>	Previous Amendments Total:	\$ ____
Contingency Amount:	\$ ____	Previous Amendments Contingency Total:	\$ ____
		Current Amendment:	\$ ____
		Current Amendment Contingency:	\$ ____

Contingency Amount requires specific authorization by Task Manager prior to release.

**Contract TOTAL → \$ 571,531**

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
<u>70407000</u>	<u>5553</u>	<u>State FSP</u>	<u>multi</u>	\$ <u>457,224.80</u>
<u>70407000</u>	<u>5553</u>	<u>Measure I</u>	<u>1308</u>	\$ <u>114,306.20</u>
_____	_____	_____	_____	\$ ____
_____	_____	_____	_____	\$ ____

Original Board Approved Contract Date: <u>11/1/06</u>	Contract Start: <u>11/1/06</u>	Contract End: <u>2/28/10</u>
New Amend. Approval (Board) Date: _____	Amend. Start: _____	Amend. End: _____

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority →	Fiscal Year: <u>0607</u>	Future Fiscal Year(s) –	
	\$ <u>63,501</u>	Unbudgeted Obligation →	\$ <u>508,030</u>

Is this consistent with the adopted budget? ☒ Yes ☐ NoIf yes, which Task includes budget authority? 704CZZ07If no, has the budget amendment been submitted? ☐ Yes ☐ No**CONTRACT MANAGEMENT**

Please mark an "X" next to all that apply:

☐ Intergovernmental ☒ Private ☐ Non-Local ☐ Local ☐ Partly LocalDisadvantaged Business Enterprise: ☐ No ☐ Yes \_\_\_\_ %Task Manager: Michelle Kirkhoff Contract Manager: Kelly LynnTask Manager Signature \_\_\_\_\_ Date 10/11/06Contract Manager Signature \_\_\_\_\_ Date 10-10-06Chief Financial Officer Signature \_\_\_\_\_ Date 10/10/06

Filename: CSSC07108

Form 28 06/06

### Work Plan

Mohammed Hassan, General Manager/ Project Manager, will be responsible for negotiating and obligating Armada Transport, Inc., and Armada Towing to agreement with the Authority (SANBAG, Caltrans, CHP). Armada will purchase two 2007 tow trucks and use one of its current fleet as a spare vehicle for this project, if awarded. These trucks will be fully equipped with all required equipment per the RFP Exhibit C Section A (pg 62 through 64) or Armada Towing Proposal page ( 24-26 ). We have located a manufacturer that can complete the units in five (5) to six (6) weeks. Please be advised that in October of 2005 we ordered and purchased six (6) FSP trucks for beats 1, 2, and 5 in less than five (5) weeks and had them ready two weeks ahead of schedule fully equipped, lettered and painted. We are quite experienced in purchasing new vehicles in short periods of time, and this project will have more than sufficient time to prepare for these purchases, if awarded the contract.

We have concluded after careful calculations to use two new units as the primary trucks because of our experience with our other FSP Beats. With two new units it will minimize breakdowns, and maximize our profit, and would better benefit the program. We would still use an older unit that we already own as a backup to minimize cost to the program. For the purchase of the new units we have already one unit that we will be using as a trade in to lower cost. Mohammed will maintain quality and budgetary control of the project by maintaining a hands-on management approach to this project as he has with all the SANBAG FSP projects. He will maintain all budgetary expenditures to be approved and negotiated for this project. He will also be responsible for the lettering, painting, and inspecting of these vehicles to ensure they meet all the requirements of the Authority. Upon completion of equipment preparation, including installation of SANBAG equipment, the trucks shall be subject to and pass CHP inspections as required by the agreement a minimum of two weeks prior to the commencement in March.

Jay Ingley, the FSP Manager will hire two (2) drivers for this project, in addition to our current driver roster for a total of thirty-three (33) tow operators, including fourteen (14) FSP certified operators. One driver will be the daily FSP Operator and will be teamed up with an experienced FSP Operator already on our roster. We will be teaming up new drivers with experienced drivers to ensure the success of the project. This will also ease the transition for all new drivers into the program. The other hired driver will be the back-up driver in cases of illness, termination or other events that could possibly make the driver unavailable for his shift. Jay will also be personally training all drivers on the PDA system, and workstation. He will oversee all training and will complete his hiring and training prior to the second week in February of 2007. This will guarantee that the drivers have adequate time to prepare for operating the beat, and will give them time to work alone for some time before the project begins in March. In addition to overseeing driver training and progress Jay will also be responsible for all data reports that are to be forwarded to SANBAG. He will be reviewing all data input bi-weekly from the PDA's



for miscellaneous errors. This will ensure that all data is accurate and that all errors/edits are sent to SANBAG and/or CHP in a timely manner. Jay will also be preparing the quarterly reports on the status of all SANBAG equipment, as per the agreement. He will also be responsible for maintaining the workstation, including system updates, loading system updates, and the cleaning of the exterior and interior of the computer work station.

Octavio Perez, the FSP Supervisor will oversee all training involved with new drivers. He will prepare all tow operators to complete their inspection reports in sufficient time to be on their beat for the commencement of their shift. (The shift will begin when they are at the designated beat and not when they report to the office.) Octavio will also be overseeing the downloading of the data from the PDA's by the drivers after each shift. He will also ensure that all PDA's are left after each shift in the office for charging and secure storage. The FSP Supervisor shall be present for morning and evening inspections, to assist and oversee all drivers, ensuring all equipment is operating well within CHP guidelines. Octavio, will also see to the restocking of vehicles with any missing items, prior to each shift. Our company is fully stocked with all FSP equipment at all times. It will be the drivers' responsibility throughout their shifts to keep all necessary items such as fuel (diesel/ gasoline) or water on the truck at all times. Octavio will be the contact for CHP during the hours of operation for the program, to ensure that we maintain a constant contact with CHP. Octavio will also be responsible for all the daily duties/ activities of the program as the onsite FSP Supervisor.

Our key personnel understand all that is required of them and understand the time commitment that the program demands. They are more than prepared to operate this project successfully and achieve all requirements set by SANBAG, CALTRANS, and CHP for the program. We would also like to note that we are conveniently located only four (4) miles from the designated beat area, within the county of San Bernardino. This local office will provide us quick access for our operators and will permit us to respond immediately in case of a break down or other incidents that may occur, in much less time than the required 45 minutes. We will also have Mohammed Hassan, and Jay Ingley available Monday thru Saturday from 7am to 7pm for any other inquiries that may arise during these hours. But as stated early Octavio Perez will be working during all hours of the FSP schedule. This will guarantee that there will be a responsible representative to conduct business and make decisions on the behalf of Armada.

#### Schedule of Events:

1. Negotiating final agreement (up to the Authority-SANBAG, CHP, Caltrans);
2. Purchasing, painting, and lettering of vehicles: minimum of four (4) weeks prior to commencement of project;
3. Outfitting of vehicles with supplies, equipment, audio, tracking, and load speaker to be completed a minimum of four (4) weeks prior to commencement; or to be announced by SANBAG for the date.

4. Inspections of vehicles: minimum of one (1) week prior to commencement; or to be announced by SANBAG, CHP for the date.
5. Hiring of drivers: to be completed a minimum of four (4) weeks prior to commencement; and ,
6. Certification of drivers: to be completed a minimum of two (2) weeks prior to commencement.
7. Project begins January 3, 2007.

**Time Chart for Truck Purchase:**

Date:	Description:
October 6 to October 18, 2006	Notice by SANBAG of contract
December 1, 2006	Truck order placed and finalized for 2 new 2007 GMC 5500
January 22 to January 26, 2007	Truck order completed with all required equipment from Contractor per CHP requirements in the RFP/SOP.
January 29 to February 12, 2007	Installation of all SANBAG equipment (communication, AVLs, PDA's
February 12 to February 22, 2007	CHP Inspection
March 1, 2007	Service Begins

## SAN BERNARDINO COUNTY FREEWAY SERVICE PATROL

### PROPOSAL FORM

FIRM NAME: Armada Transport Inc. DBA: Armada Towing

This form must be completed by owner or authorized representative. The purpose of this form is to ensure that you are aware of all costs of Freeway Service Patrol service and to simplify the selection panel's review of your proposal. All questions must be answered. **(DO NOT SIMPLY SAY "REFER TO RFP PAGE #XX")**

### UNDERSTANDING OF CONTRACT TERMS:

1. Owner's Number of Years of Tow Truck Operations  
(5 years minimum):

Years as Owner: 9 Years in Towing Business: 14

Years in CHP Rotation Tow: 7

Current Number of Tow Trucks Operating: 26

2. FSP Beat Operating Hours: 0530 to 0830 M-F; 1500 to 1900 M-Th; 1300 to 1900 F

3. Describe Activities Prohibited by FSP Contractors:

FSP Contractor's vehicle operators are not allowed to accept gratuities, perform any secondary tows, or recommend repair/body shops. FSP vehicle operators shall not be allowed to tow as an independent contractor from an incident that occurred during a shift inless called as a rotation tow by CHP. Operators are prohibited from disobeying CHP on scene or at the call center at any time.

4. Describe FSP Contractor Duties on a Daily Basis:

FSP Contractors shall ensure that his operators complete the daily inspection reports prior to each shift, and maintain the equipment properly to ensure it exceeds safety requirements. The Contractor shall ensure that all PDA's are downloaded after every shift, and are left in the office for charging and storage. The Contractors main objective will be to assist stranded motorists including debris, to maintain and clear traffic. Operators shall assist motorists involved in minor accidents and those with disabled vehicles. Operators will continuously patrol their designated beat assignments and respond to CHP dispatchers for service, and use the designated turnaround locations and the CHP identified designated drop locations. They are to provide motorists with one (1) gallon of fuel when necessary, provide a "jump" starts, tire changes, radiator fluid, water or temporarily tape cooling system hoses. They must at all times comply with all CHP operating procedures for the FSP program. Operators shall have 10 minutes to mobilize a vehicle, if not it needs to be towed to a designated drop location identified by CHP.

5. How Frequently will Your Trucks be Inspected by CHP?  
The FSP designated trucks including the primary & back up units shall be inspect by CHP prior to the commencement of the service and inspected periodically as determined by CHP thereafter.
6. What Tests Must an FSP Driver Pass before Operating FSP Service?
  - A. Mandatory drug and alcohol testing, including physical (company policy)
  - B. PC234 Background check by CHP and the DOJ (livescan) fingerprinting check.
  - C. CHP 2 day training course and exam, including towing procedure testing.
7. What Does an FSP Driver Wear?  
FSP operators shall be fully uniformed including a navy blue jump suit or shirt and pants, with a safety vest with reflective white stripes. The vest shall be lime green in color, with the FSP logo patch sewn on front (small patch) and one in the mid back (large). The name of the Operator shall be displayed over the front right pocket. The navy blue uniforms shall be as follows: the coveralls or shirt sleeves shall be half raglan type or set-in sleeve with pleated- action back. Long sleeves may have plain barrel cuff or snap or button closure at wrist. All shirt shall have at least one shirt pocket on the left. The name shall be sewn above the right chest pocket, ½" letters max. All operators shall wear black work boots with protective steel toe. All uniform guidelines and updates shall be in the SOP.
8. What Equipment is Found on an FSP Tow Truck? (Attach separate list)  
Please refer to Exhibit 2 page 24 of Armada Proposal.
9. What are the FSP Insurance Requirements You Must Meet?  
Commercial General Liability Insurance with limits not less than 1,000,000 per occurrence; 1,000,000 project specific aggregate; 1,000,000 products/completed operations; 1,000,000 personal injury. AND General Liability Policy Coverage with the following items: premises and operations; products/completed operations with limits of at least 1,000,000 per occurrence to be maintained for three years following acceptance of work by SANBAG; contractual liability expressly including liability assumed under this contract; independent contractor's liability.
10. How Many Trucks (including back-up trucks) and Drivers Must You Have for this Beat?  
Attach a list of trucks (to be acquired and/or currently owned) that will be used for the FSP service. Include the year, manufacturer, model, current mileage and vehicle identification number (VIN). (See RFP Section 4.4, Equipment Requirements). If a Proposer does not own the required number of trucks for the FSP beat, a statement as to how the new trucks will be required and the timeline for acquisition must be provided with the list of trucks.  
The FSP beat requires two (2) primary units and on (1) back up unit. It requires two (2) drivers per day per shift. We will be purchasing two (2) new 2007 GMC 5500 or 2007

International 4300 as the primary units, and use a currently owned truck as a back-up. Please review the time chart on page 11 of Armada Proposal for specific dates. We will also be hiring tow (2) additional drivers to be trained prior to commencement of service. One will be a primary driver and the other a back up driver. We will be using a current driver with experience as the second primary driver.

11. Who May We Contact by Phone for References?

(Provide at least three Client references. Do not include SANBAG, CHP, Caltrans, banks, equipment suppliers, friends or relatives. Previous client rates need not be included.)

Client Name &  
Address

Contact Person

Phone #

Automobile Club of Southern California: David Goodman Field Manager: 909-364-1500

City of Highland (SBSD): Joe Hughes, City Manager: 909-864-6861

SBSD (Twin Peaks Area): Lt. Tony Nicassio: 909-336-0600

12. Additional Information may be Attached.

Name: Mohammed Hassan, President Date: 09/04/06

Name of Assistants Completing Form: Elizabeth Hassan, Office Controller; Anthony Flordelis, Human Resource Manager, Jay Ingley, FSP/Office Manager

### BEAT 8 PRICE SUMMARY SHEET

#### Beat 8 – I-10 Waterman to Orange Street

Instructions: On this form please quote the firm-fixed rate that will be charged for each vehicle service hour for the services outlined in the Scope of Services presented in this RFP. Prices must be submitted for the initial term as well as the "option terms". The vehicle service hour proposed shall include all direct costs, indirect costs, and profit.

<u>TERM</u>	<u>HOURLY RATE</u>
Initial Term: March 1, 2007 through February 28, 2010 <i>(this rate must coincide with the rate identified in line "a" on the Detailed Itemized Cost Schedule)</i>	\$ <u>48.80</u>
Option Term #1, March 1, 2010 – February 28, 2011	\$ <u>48.80</u>
Option Term #2, March 1, 2011 – February 29, 2012	\$ <u>48.80</u>

NOTE: Your proposal should take into consideration all vehicles, equipment, operating cost, insurance, overhead, training classes, personnel, tools, fuel (for motorist as well as vehicles) supplies, expendable items, incidentals, etc. A DETAILED itemized cost schedule used to develop hourly rate must be attached for proposal to be accepted. Please refer to Section 4, Scope of Services, to ensure that you have covered all possible costs in your proposal.

VEHICLE INFORMATION– include VIN and mileage of existing vehicles. If you plan to purchase new vehicles, under the VIN and Mileage indicate "Plan to purchase new vehicles"

<u>Year</u>	<u>Manufacture</u>	<u>Model</u>	<u>VIN</u>	<u>Mileage</u>
<u>Plan to Purchase New Vehicles</u>				
<u>Plan to Purchase New Vehicles</u>				
2004	International	4700	1HTMMAAL740H609889	135,000

This offer remains firm for 120 days from the date of proposal.

(Minimum 120 days)

AUTHORIZED SIGNATURE: \_\_\_\_\_

DATE: 09/04/06

# EXHIBIT "B" COMPENSATION AND PAYMENT

Overview of Three Year Contract with Armada Transport Inc., DEA Armada TowingTowing Service, Inc for BEAT 8

Hourly Costs (per truck)	No. of Hours	5% Contingency	Total Hours	Beat 8
Hourly rate per truck in 3 year contract period				\$ 48.80
Budget for Initial Term: 3/1/07 - 2/28/10				
FY 06/07	619.64	30.98	650.62	\$ 63,501
FY 07/08	1,859.00	92.95	1,951.95	\$ 190,510
FY 08/09	1,859.00	92.95	1,951.95	\$ 190,510
FY 09/10	1,239.36	61.97	1,301.33	\$ 127,010
<b>Beat Total:</b>	<b>5,577.00</b>	<b>278.85</b>	<b>5,855.85</b>	<b>\$ 571,531</b>

Notes: Average Annual Hours = 1,859 Per Truck Per Beat; 2 trucks each Beat  
 Hourly Rate for Option Yr. #1 \$ 48.80  
 Hourly Rate for Option Yr. #2 \$ 48.80

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

***Minute Action***

AGENDA ITEM: 8

**Date:** November 1, 2006

**Subject:** Amendments to the Development Mitigation Nexus Study

**Recommendation:\*** Approve amendments to the Development Mitigation Nexus Study

**Background:** A provision of the Measure I 2010-2040 Ordinance, approved by the voters of San Bernardino County on November 2, 2004, requires each local jurisdiction in the urbanized areas of San Bernardino County to adopt a development mitigation program that addresses regional transportation needs and complies with the 2005 update of the Congestion Management Program (CMP). The Development Mitigation Nexus Study has established development contribution fair share requirements for jurisdictions in the Valley and Victor Valley. The Nexus Study was approved by the SANBAG Board of Directors in October 2005.

Since the approval of the Nexus Study, several jurisdictions have provided updated information on key projects and data used in the Nexus Study. Although a full update of the Nexus Study will be conducted in 2007, the amendments being considered in this agenda item involve changes that could affect local jurisdiction compliance with the Nexus Study. The intent is to more accurately reflect cost and growth data based on the most recent information available from local jurisdictions.

\*

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_



Approval is requested on the following amendments:

1. Add 18 arterial segments to the City of Highland arterial project list, as identified in Attachment A

Tables 7 and 8 from the Nexus Study indicate each jurisdiction's fair share costs (i.e. from now through 2030) calculated using the previously agreed-upon methodology. These tables will be revised upon the approval of the amendments listed above. Acceptance of the above amendments is recommended in order to ensure that the most current information is used as the basis for assessing local jurisdiction compliance with the development mitigation program.

***Financial Impact:*** This item is consistent with the adopted FY 2006-2007 budget. TN20307000. The development mitigation program is an essential element of the funding estimates contained in the Expenditure Plan for Measure I 2010-2040.

***Reviewed By:*** This item was reviewed and unanimously recommended for approval by the Plans and Programs Policy Committee on October 18, 2006. *(Meeting chaired by Paul Eaton)*

***Responsible Staff:*** Ryan Graham, Transportation Planning Specialist  
Steve Smith, Principal Transportation Analyst  
Ty Schuiling, Director of Planning and Programming

## Attachment A

ESTIMATES INCLUDE ENGINEERING, CONTRACT ADMINISTRATION, AND RIGHT OF WAY ACQUISITION

ITEM	SEGMENT	SEGMENT	STREET
		TOT+ESC	TOT+ESC
12	5TH STREET, STERLING TO VICTORIA	\$794,274	\$2,356,065
16	5TH STREET, PALM TO CHURCH AVENUE	\$1,236,740	
17	5TH STREET, CHURCH AVE TO SR 30	\$325,050	
26	9TH STREET, VICTORIA TO CUNNINGHAM	\$314,494	\$2,062,024
27	9TH STREET, CUNNINGHAM TO HILLVIEW	\$131,832	
28	9TH STREET, HILLVIEW TO CENTRAL	\$588,551	
29	9TH STREET, CENTRAL TO LILLIAN	\$369,812	
30	9TH STREET, LILLIAN TO 1 LOT EAST OF DRUMMOND	\$242,856	
31	9TH STREET, 1 LOT EAST OF DRUMMOND TO PALM	\$414,478	
36	BASE LINE, CHURCH STREET TO WEAVER	\$816,445	
38	BASE LINE, EAST LINE TR 16068 TO BROOKWOOD	\$1,194,160	\$1,810,606
67	GREENSPOT ROAD, VALENCIA TO SHELTON	\$346,524	\$19,787,770
68	GREENSPOT ROAD, SHELTON TO APLIN	\$875,375	
69	GREENSPOT ROAD, APLIN TO EAST CITY LIMIT (PRIOR TO ANNEX)	\$4,412,896	
70	GREENSPOT ROAD, EAST CITY LIMIT TO SANTA ANA RIVER	\$14,152,975	
84	NEWPORT STREET, SOUTH CITY LIMIT TO GREENSPOT	\$1,558,028	\$1,558,028
113	VICTORIA AVENUE, 6TH STREET TO 660' NORTH OF 6TH STREET	\$242,955	\$3,215,002
114	VICTORIA AVENUE, NORTH OF 6TH STREET TO NORTH CITY LIMIT	\$2,972,047	

SUBTOTALS IN MILLIONS      \$30.8

ADDITIONAL MEASURE I PROJECT TOTAL ALL IMPROVEMENTS IN MILLIONS      \$30.8

brd0611c-rpg  
20307000

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 9

**Date:** November 1, 2006

**Subject:** Work Trip Travel Patterns for Jurisdictions in San Bernardino County

**Recommendation:**\* Information on the Work Trip Travel Patterns for Jurisdictions in San Bernardino County.

**Background:** The Census Transportation Planning Package (CTPP) is a set of special tabulations from the decennial census designed for transportation planning purposes. The CTPP contains tabulations by place of residence, place of work, and for flows between home and work. The data are tabulated from answers to the Census 2000 long form questionnaire, mailed to one in six U.S. households. Because of the large sample size, the data can be a powerful basis for analyzing travel patterns for home-to-work trips. The CTPP provides comprehensive and cost-effective data, in a standard format, across the United States. It is a cooperative effort sponsored by the State Departments of Transportation under a pooled funding arrangement with the American Association of State Highway and Transportation Officials (AASHTO).

The worker-flow data from the CTPP became available in late 2005. Staff has used the data to conduct an analysis travel patterns for work trips to and from each city in the San Bernardino County. The attached exhibits present two sets of data for each city.

\*

*Approved  
Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

- Where residents of each city work – locations of work are generally categorized by San Bernardino County jurisdiction. Work locations in other counties are also identified, as well as subareas within Riverside County. County unincorporated areas are generally grouped into the nearest city.
- Where people employed in each city live – locations are grouped in similar fashion to that stated above.

Each exhibit shows the number and percentage of work trips to or from each city. The one-in-six sample of households has been factored upward to represent the number of daily work trips to and from each jurisdiction in year 2000 as estimated by the Census Bureau. The employment estimates have not been updated to the current year. Commuting patterns may have shifted to some extent since year 2000, but the commuting trends (i.e. the percentages to and from various jurisdictions) should not have changed dramatically over the last five years.

**Financial Impact:** This item has no direct impact on the adopted Budget. Staff activities associated with this item are consistent with the adopted SANBAG Budget Task No. 40407000, Comprehensive Transportation Plan

**Reviewed By:** This item was reviewed by the Plans and Programs Committee on October 18, 2006. *(Meeting chaired by Paul Eaton)*

**Responsible Staff:** Ryan Graham, Transportation Planning Specialist

# ANALYSIS OF WORK TRIP TRAVEL PATTERNS FOR JURISDICTIONS IN SAN BERNARDINO COUNTY - BASED ON THE YEAR 2000 CENSUS TRANSPORTATION PLANNING PACKAGE -

## INTRODUCTION

The Census Transportation Planning Package (CTPP) is a set of special tabulations from the decennial census designed for transportation planning purposes. The CTPP contains tabulations by place of residence, place of work, and for flows between home and work. The data are tabulated from answers to the Census 2000 long form questionnaire, mailed to one in six U.S. households. Because of the large sample size, the data can be a powerful basis for analyzing travel patterns for home-to-work trips. The CTPP provides comprehensive and cost-effective data, in a standard format, across the United States. It is a cooperative effort sponsored by the State Departments of Transportation under a pooled funding arrangement with the American Association of State Highway and Transportation Officials (AASHTO).

The worker-flow data from the CTPP 2000 became available in late 2005. SANBAG staff has conducted a partial analysis of this data for San Bernardino County. The analysis has focused on travel patterns for work trips to and from each city in San Bernardino County. This technical memorandum provides a summary of the analysis thus far. The attached exhibits present two sets of data for each city:

- **Where residents of each city work** – locations of work are generally categorized by San Bernardino County jurisdiction. Work locations in other counties are also identified, as well as subareas within Riverside County (i.e. Moreno Valley/Riverside, Southwest Riverside County, the Pass Area, and the Coachella Valley). County unincorporated areas are generally grouped into the nearest city.
- **Where people employed in each city live** – locations are grouped in similar fashion to that stated above.

Each exhibit shows the number and percentage of work trips to or from each city. The one-in-six sample of households has been factored upward to represent the number of daily work trips to and from each jurisdiction in year 2000 as estimated by the Census Bureau. The employment estimates have not been updated to the current year. Commuting patterns may have shifted to some extent since year 2000, but the commuting trends (i.e. the percentages to and from various jurisdictions) should not have changed dramatically over the last five or six years.

## PRELIMINARY OBSERVATIONS

Each jurisdiction's staff will be able to use the attached data to better understand work trip travel patterns to and from that jurisdiction. It is not the purpose of this technical memorandum to review and comment on each jurisdiction's travel patterns. However, there are some overall travel patterns that bear mentioning. These are discussed in a series of observations, as described in the next several pages.

**Observation 1:** A substantial percentage of residents work within their own jurisdictions. This percentage for a given jurisdiction tends to increase with the number of job opportunities within that jurisdiction and for more isolated areas.

**Analysis:** Table 1 summarizes the percentage of residents who work within their own jurisdiction. There are some interesting contrasts in this table, particularly for the smaller cities. For example, Grand Terrace has a low percentage of residents working within their own jurisdiction, most likely because it is a smaller jurisdiction with fewer job opportunities. On the other hand, Twentynine Palms is also a small jurisdiction with the highest of all the percentages. Because Twentynine Palms is more isolated than Grand Terrace and a substantial amount of its employment opportunities are linked to the military base, it can be surmised that many people live there because that is where their job is located and because commutes from other areas would be relatively long. Big Bear Lake also has a high percentage, with its isolation (relative to that of other jurisdictions) and recreation-based job market being likely contributing factors. Loma Linda also has a high percentage, likely due to the medically-oriented employment base and associated community support systems.

**Table 1. Analysis of Percentage of Residents Working Within Their Own Jurisdictions**

<b>Jurisdiction</b>	<b>Percent of Residents Working Within the City</b>	<b>No. of Work Trips, as Estimated in 2000 Census</b>
Adelanto	24%	4,234
Apple Valley	31%	17,318
Barstow	73%	5,659
Big Bear Lake	38%	3,435
Chino	26%	23,250
Chino Hills	12%	27,581
Colton	19%	16,812
Fontana	21%	39,967
Grand Terrace	10%	5,453
Hesperia	29%	19,289
Highland	12%	15,063
Loma Linda	35%	7,683
Montclair	15%	10,965
Needles	72%	1,538
Ontario	30%	54,513
Rancho Cucamonga	25%	56,271
Redlands	40%	26,510
Rialto	16%	27,855
San Bernardino	42%	55,912
Twentynine Palms	86%	11,135
Upland	21%	29,276
Victorville	41%	19,904
Yucaipa	26%	15,371
Yucca Valley	45%	5,037

**Observation 2:** San Bernardino County's connections to Los Angeles County are stronger than to other counties, but this varies by location within San Bernardino County. Residents in the West Valley are more likely to work out-of-county than residents in other areas of San Bernardino County.

**Analysis:** Table 2 shows the percentage of residents working in other counties. It is clear that the West Valley cities have a stronger connection to Los Angeles County, as would be expected. In fact, nearly half of all Chino Hills commuters work in Los Angeles County, and approximately 70 percent work out-of-county. Only Chino Hills and Chino had more than 10 percent of their resident commuters working in Orange County. The percentage of West Valley jurisdictions' residents working in Los Angeles County generally ranged between 25 and 40 percent, with the exception of Chino Hills. Yucca Valley had the highest percentage of residents working in Riverside County, at 29 percent, with Grand Terrace second at 22 percent.

**Table 2. Percentage of Residents Working In Other Counties**

<b>Jurisdiction</b>	<b>Percent Working In LA County</b>	<b>Percent Working In Orange County</b>	<b>Percent Working In Riverside County</b>
Adelanto	10%	3%	5%
Apple Valley	4%	1%	3%
Barstow	1%	0.6%	4%
Big Bear Lake	4%	1%	3%
Chino	33%	11%	4%
Chino Hills	48%	19%	4%
Colton	7%	3%	13%
Fontana	24%	3%	8%
Grand Terrace	4%	4%	22%
Hesperia	9%	2%	4%
Highland	4%	2%	10%
Loma Linda	3%	2%	10%
Montclair	40%	7%	4%
Needles	0%	0%	0%
Ontario	27%	6%	5%
Rancho Cucamonga	27%	4%	4%
Redlands	2%	1%	10%
Rialto	15%	3%	10%
San Bernardino	8%	2%	7%
Twentynine Palms	0.2%	0.2%	3%
Upland	35%	5%	2%
Victorville	10%	2%	4%
Yucaipa	3%	2%	17%
Yucca Valley	1%	1%	29%

**Observation 3:** Percentages of employees living within the same jurisdiction appear to be driven by multiple factors, including magnitude of employment base, type of employment and level of isolation of the community.

**Analysis:** Table 3 shows the percentage of people employed in a jurisdiction who also live within that jurisdiction. The percentages vary widely. For example, Barstow, Big Bear Lake, and cities in the Victor Valley tend to have higher percentages of employees who also live within those jurisdictions. This may be due, in part, to the more retail-oriented employment opportunities in those jurisdictions. Montclair, which has a significant percentage of retail jobs has a small percentage because its population base is small relative to the number of jobs. Yucaipa has a high percentage most likely because of its small job base, which is predominantly retail. Finally, Twentynine Palms has a high percentage of employees living within the jurisdiction because of its relationship to the military base.

**Table 3. Percentage of People Employed in a Jurisdiction Living Within that Jurisdiction**

<b>Jurisdiction</b>	<b>Percent of Employees Living Within the Jurisdiction</b>	<b>No. of Work Trips to the Jurisdiction</b>
Adelanto	72%	3666
Apple Valley	60%	9100
Barstow	55%	7348
Big Bear Lake	67%	2329
Chino	20%	29671
Chino Hills	48%	6666
Colton	21%	15526
Fontana	27%	30524
Grand Terrace	24%	2217
Hesperia	53%	10385
Highland	41%	4399
Loma Linda	21%	12992
Montclair	14%	11714
Needles	48%	2285
Ontario	22%	74817
Rancho Cucamonga	33%	42415
Redlands	41%	25640
Rialto	28%	16187
San Bernardino	33%	71832
Twentynine Palms	81%	11719
Upland	29%	21299
Victorville	37%	21760
Yucaipa	58%	6759
Yucca Valley	68%	3331

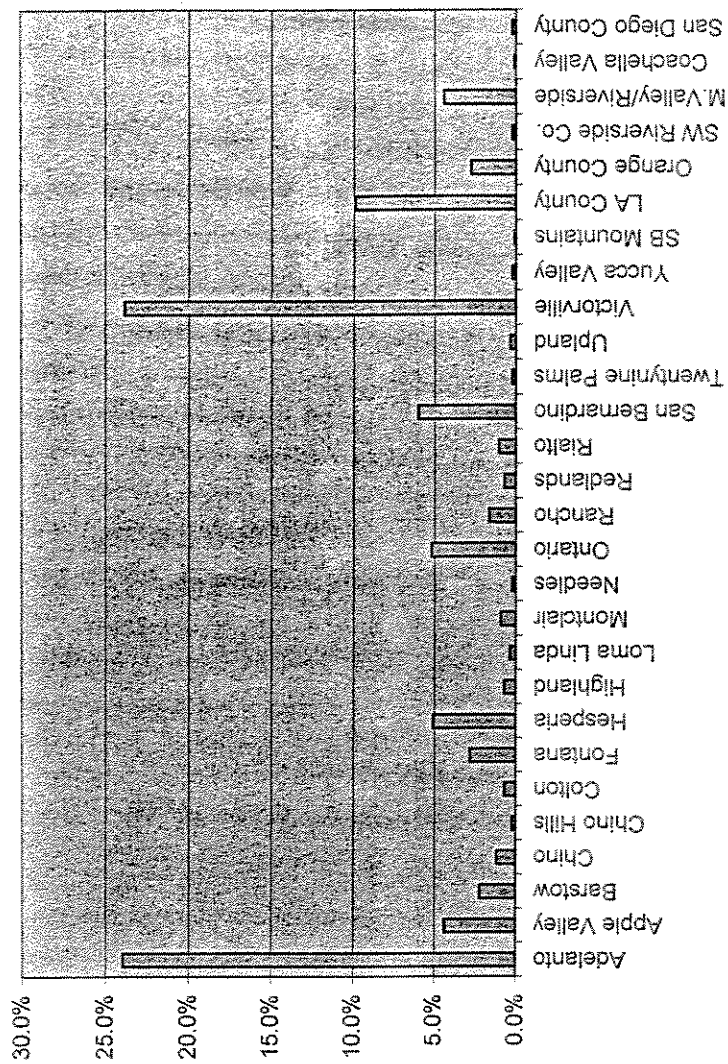


In summary, it can be said that jurisdictions within San Bernardino County are integrally connected to not only jurisdictions within the County but to other counties as well. Travel patterns are highly dispersed, providing substantial challenges to the provision of transportation facilities, both highway and transit. Additional information may be summarized from the CTPP data base in the future.

Where Adelanto Residents Work

Adelanto	1015
Apple Valley	185
Barstow	95
Chino	50
Chino Hills	10
Colton	30
Fontana	120
Hesperia	215
Highland	30
Loma Linda	15
Montclair	40
Needles	10
Ontario	220
Rancho Cucamonga	70
Redlands	30
Rialto	45
San Bernardino	255
Twentynine Palms	10
Upland	15
Victorville	10
Yucca Valley	10
SB Mountains	4
LA County	421
Orange County	117
SW Riverside Co.	10
M. Valley/Riverside	188
Coachella Valley	4
San Diego County	10
Total	4234

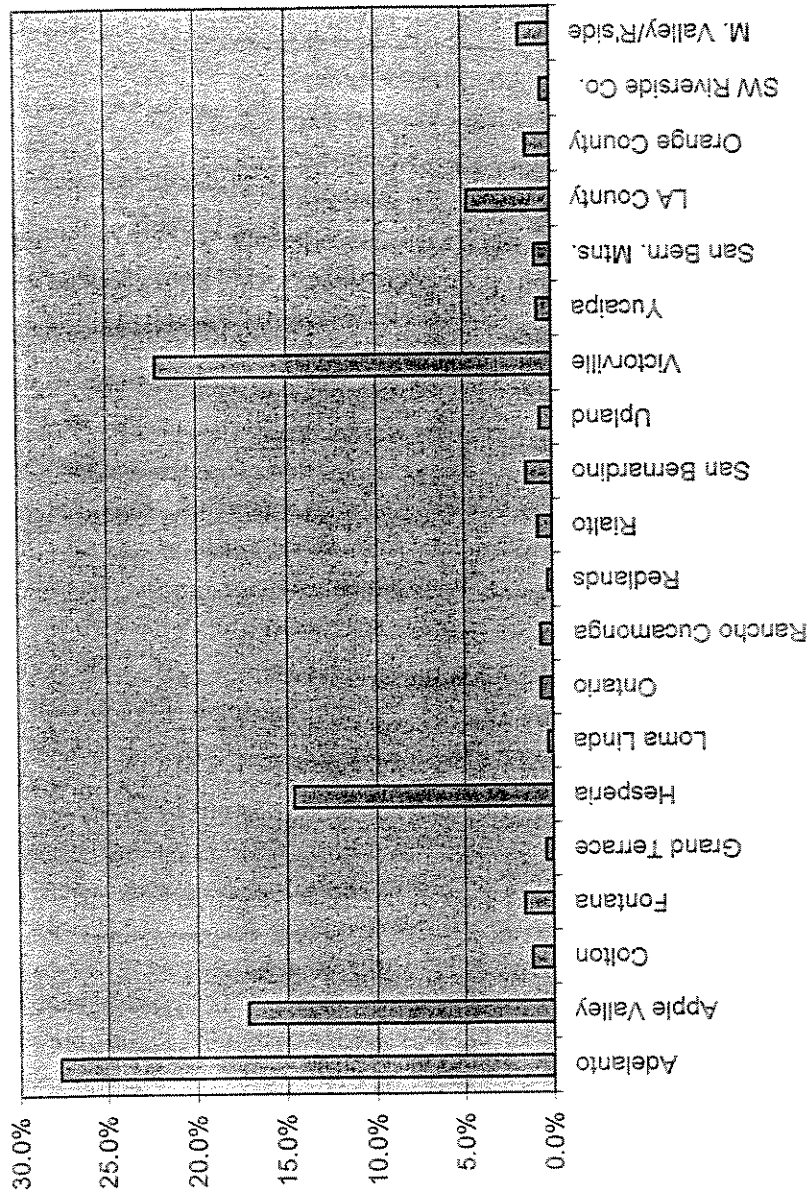
Where Adelanto Residents Work



# Where People Employed in Adelanto Live

Adelanto	1015
Apple Valley	630
Colton	45
Fontana	60
Grand Terrace	15
Hesperia	535
Loma Linda	10
Ontario	25
Rancho Cucamonga	25
Redlands	10
Rialto	30
San Bernardino	54
Upland	25
Victorville	815
Yucaipa	30
San Bern. Mtns.	34
LA County	173
Orange County	52
SW Riverside Co.	19
M. Valley/R'side	64
Total	3666

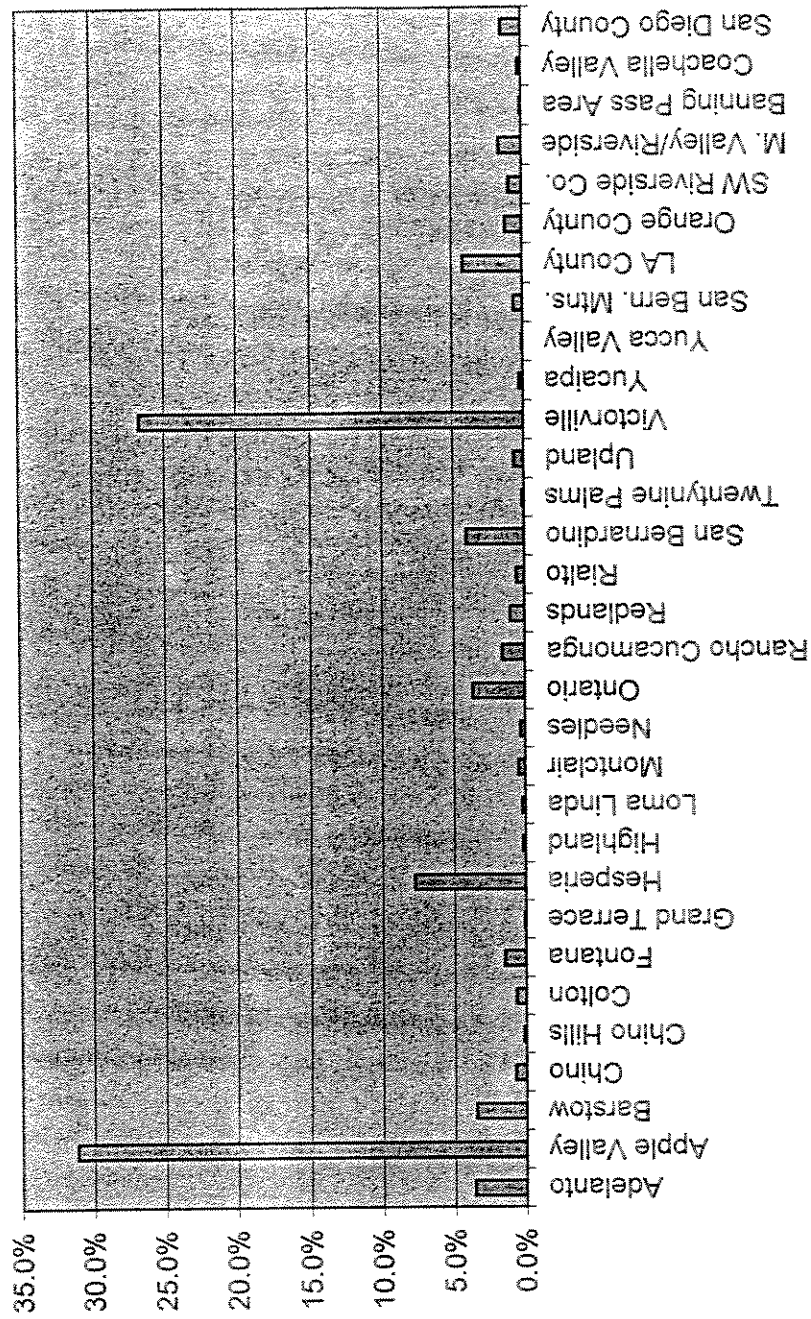
## Where People Employed in Adelanto Live

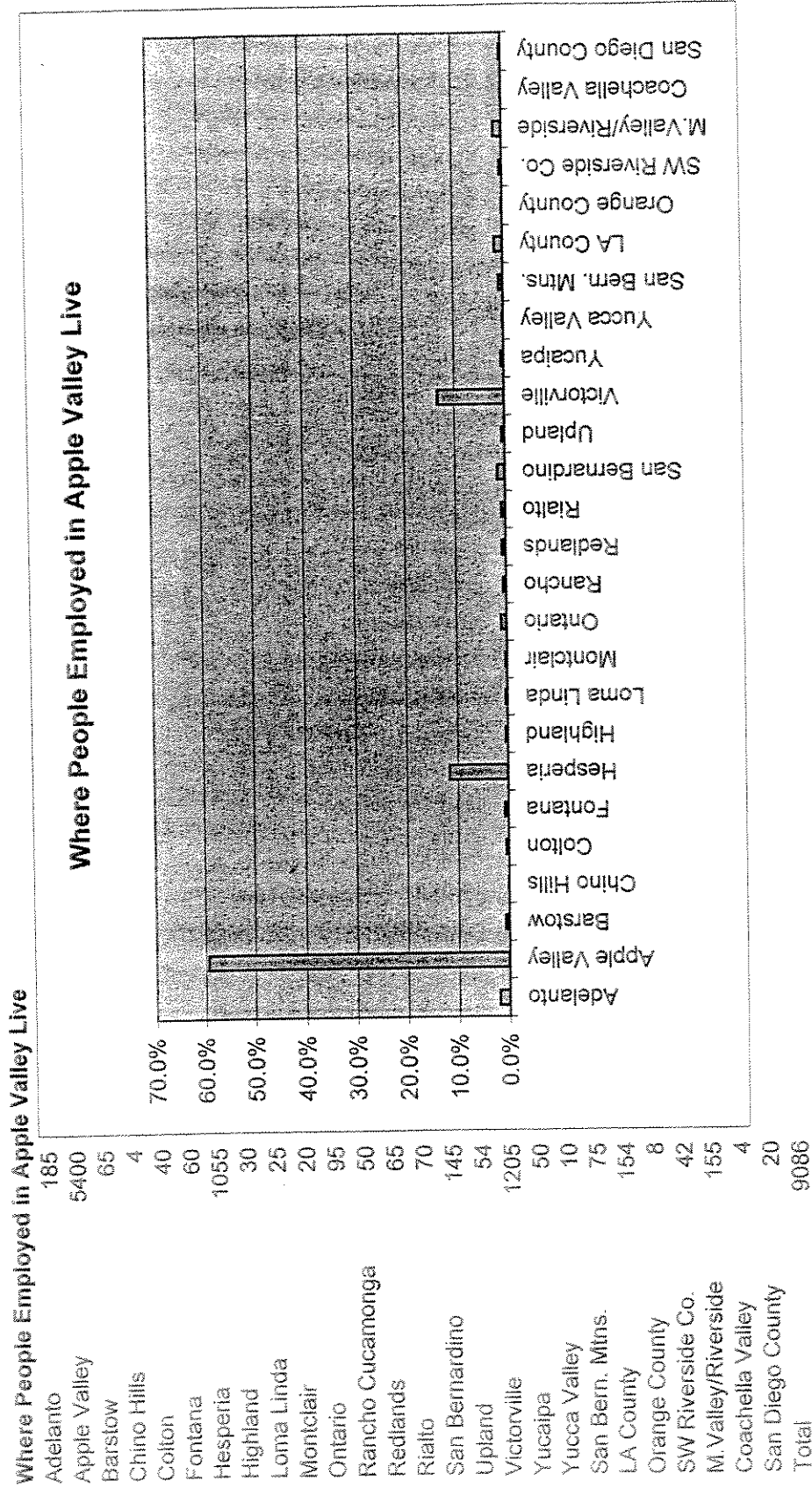


## Where Apple Valley Residents Work

Adelanto	630
Apple Valley	5400
Barstow	610
Chino	130
Chino Hills	30
Colton	120
Fontana	260
Grand Terrace	15
Hesperia	1345
Highland	35
Loma Linda	40
Montclair	85
Needles	60
Ontario	640
Rancho Cucamonga	280
Redlands	180
Rialto	100
San Bernardino	705
Twentynine Palms	25
Upland	125
Victorville	4630
Yucaipa	50
Yucca Valley	15
San Bern. Mtns.	114
LA County	729
Orange County	208
SW Riverside Co.	165
M. Valley/Riverside	285
Banning Pass Area	15
Coachella Valley	45
San Diego County	247
Total	17318

## Where Apple Valley Residents Work

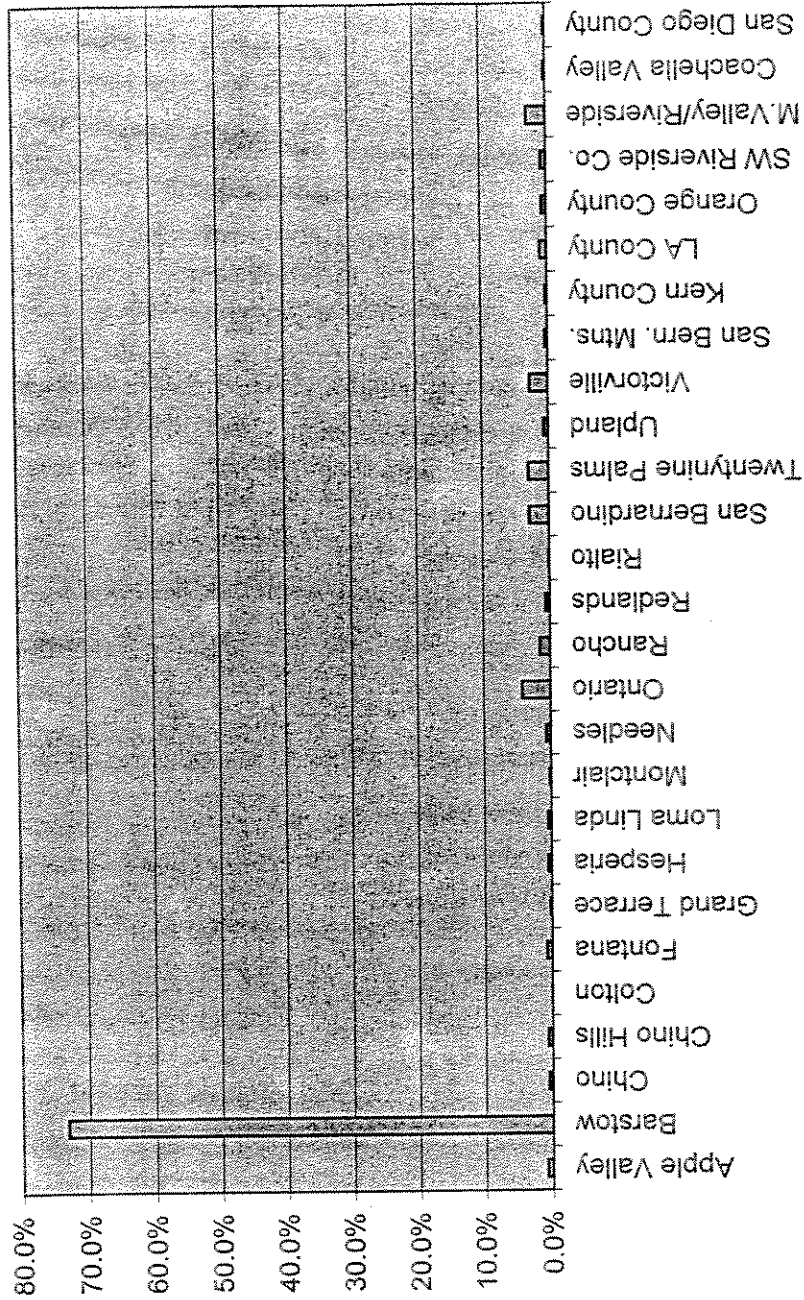




Where Barstow Residents Work

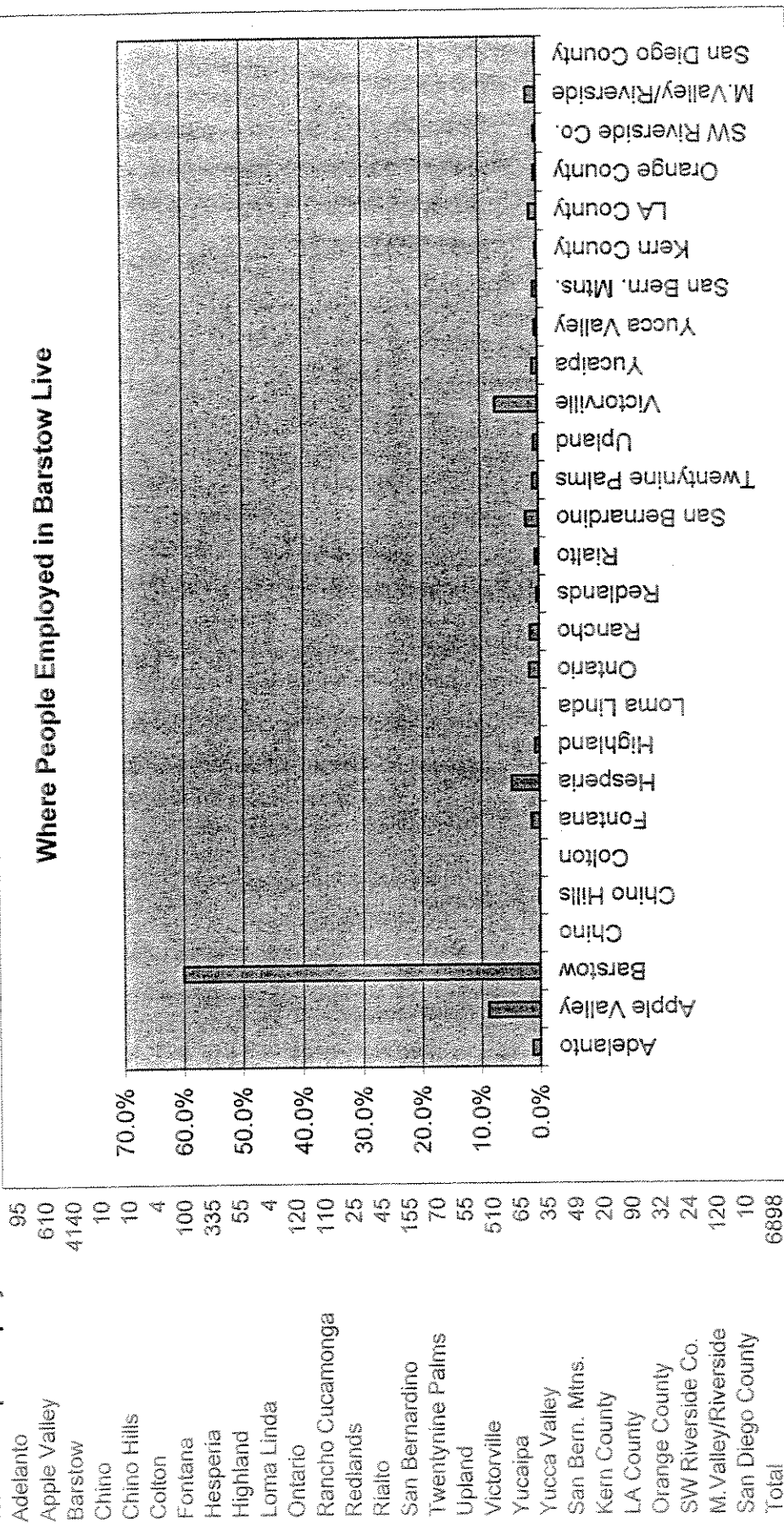
Apple Valley	45
Barstow	4140
Chino	30
Chino Hills	35
Colton	4
Fontana	40
Grand Terrace	10
Hesperia	25
Loma Linda	25
Montclair	10
Needles	35
Ontario	240
Rancho Cucamonga	85
Redlands	34
Rialto	4
San Bernardino	170
Twentynine Palms	175
Upland	35
Victorville	160
San Bern. Mtns.	20
Kern County	15
LA County	55
Orange County	35
SW Riverside Co.	40
M. Valley/Riverside	168
Coachella Valley	14
San Diego County	10
Total	5659

Where Barstow Residents Work

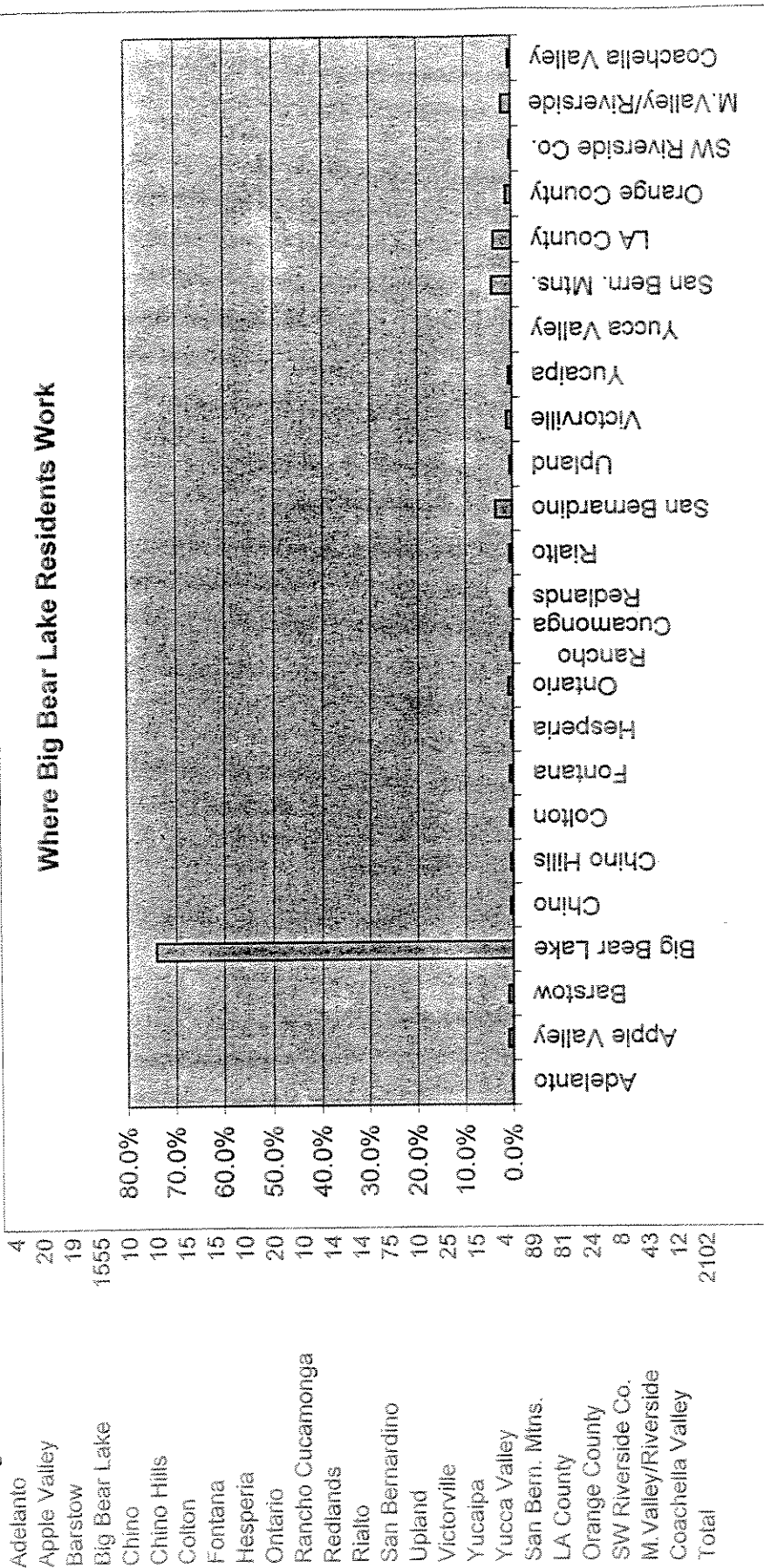




Where People Employed in Barstow Live



Where Big Bear Lake Residents Work



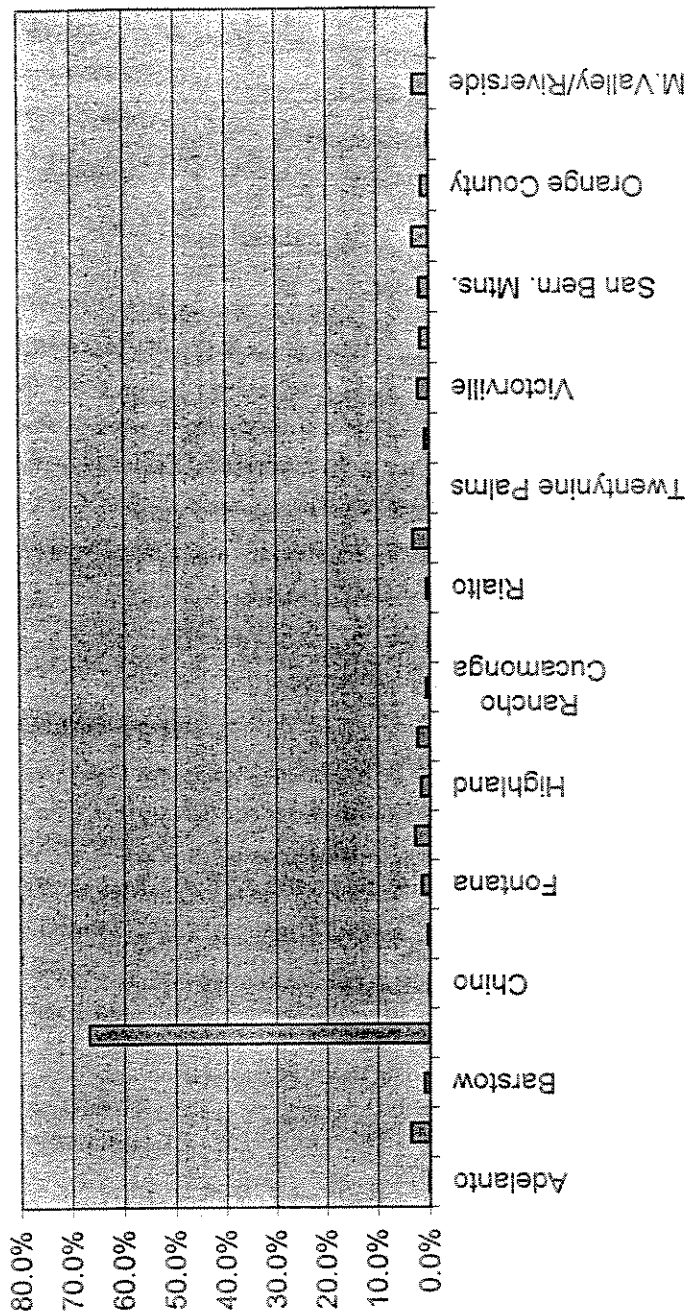
Where Big Bear Lake Residents Work



# Where People Employed in Big Bear Lake Live

Adelanto	4
Apple Valley	85
Barstow	24
Big Bear Lake	1555
Chino	4
Colton	10
Fontana	35
Hesperia	65
Highland	40
Ontario	55
Rancho Cucamonga	15
Redlands	4
Rialto	15
San Bernardino	75
Twentynine Palms	4
Upland	20
Victorville	50
Yucaipa	40
San Bern. Mins.	44
LA County	74
Orange County	34
SW Riverside Co.	4
M. Valley/Riverside	69
Coachella Valley	4
Total	2329

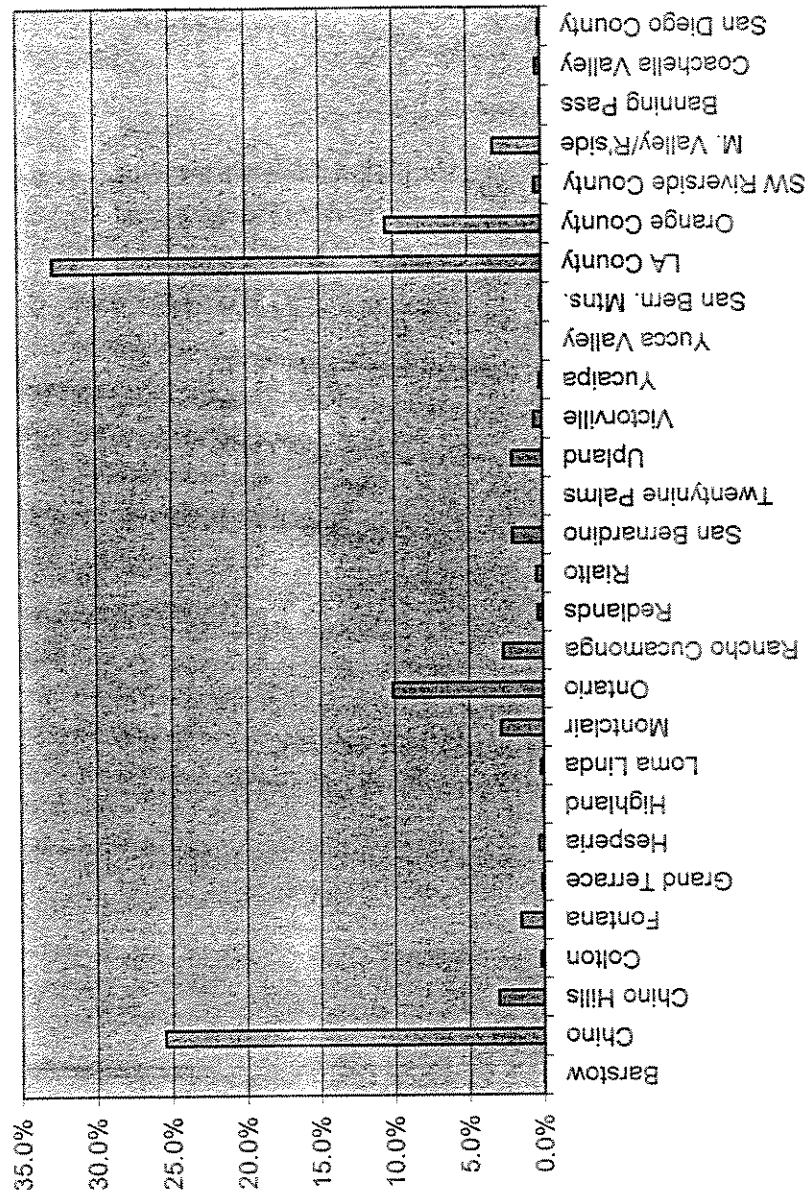
## Where People Employed in Big Bear Lake Live

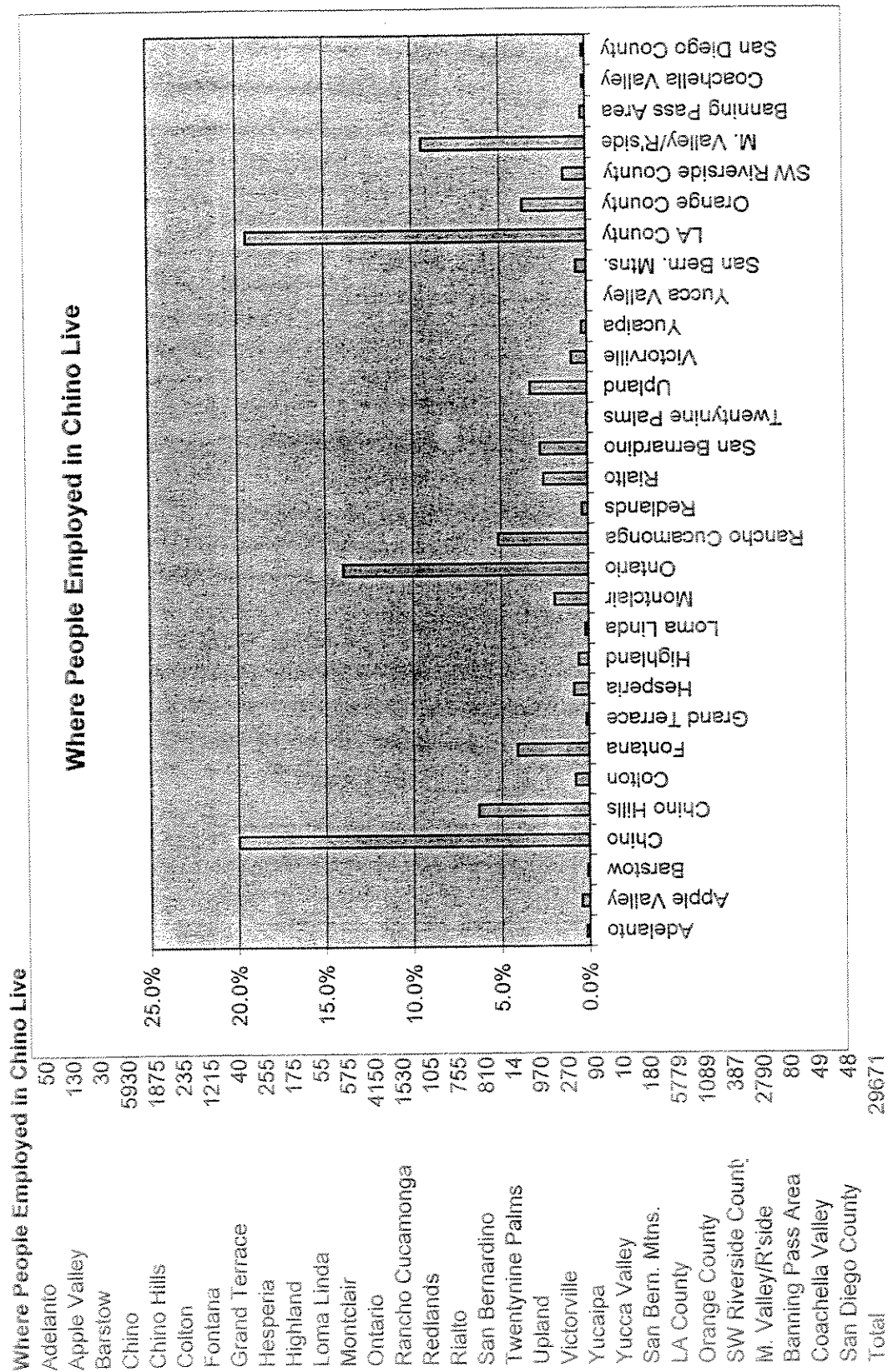


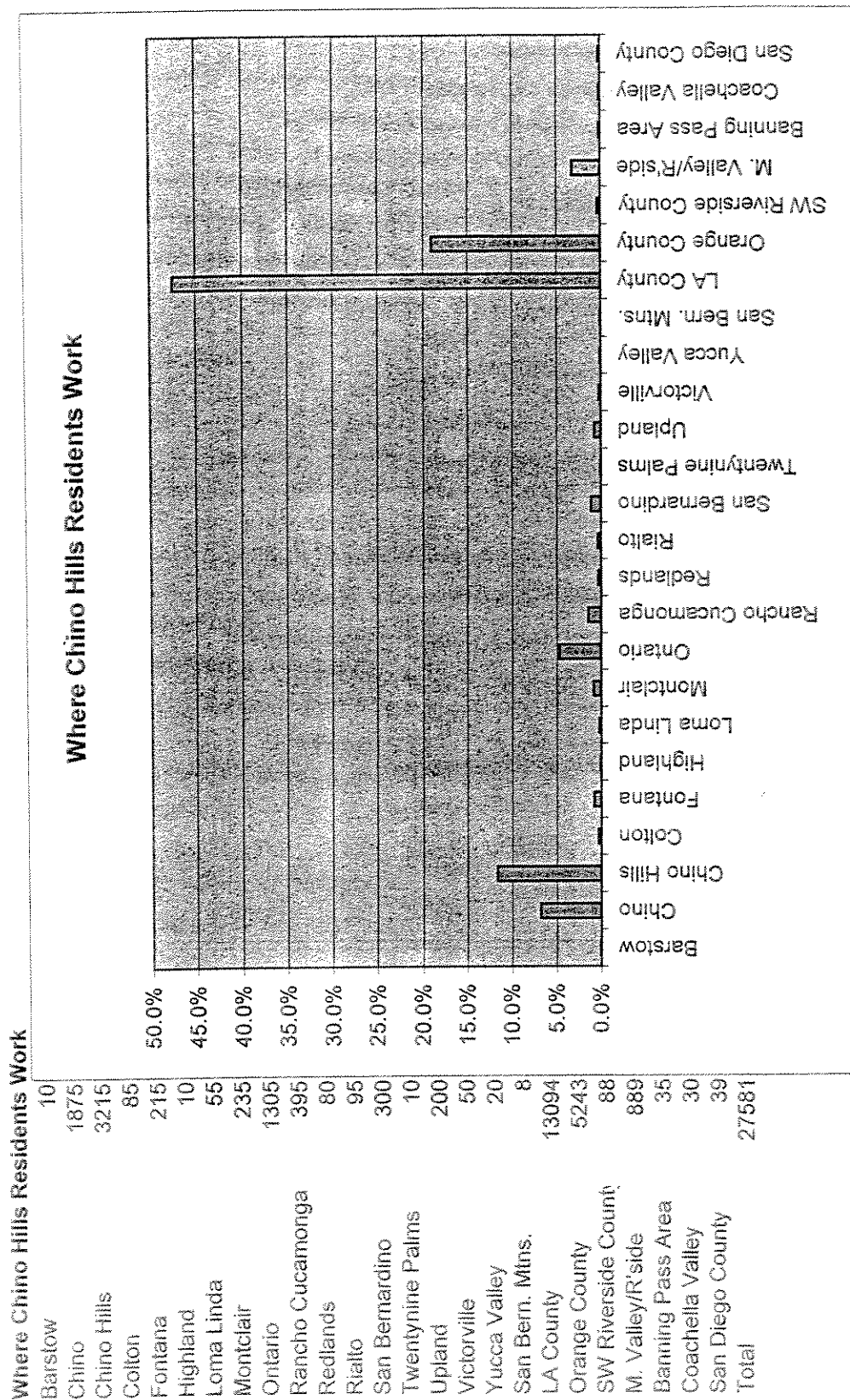
Where Chino Residents Work

Barstow	10
Chino	5930
Chino Hills	710
Colton	55
Fontana	360
Grand Terrace	35
Hesperia	75
Highland	15
Loma Linda	45
Montclair	665
Ontario	2350
Rancho Cucamonga	630
Redlands	84
Rialto	100
San Bernardino	475
Twentynine Palms	4
Upland	480
Victorville	135
Yucaipa	40
Yucca Valley	10
San Bern. Mtns.	18
LA County	7598
Orange County	2446
SW Riverside County	103
M. Valley/R'side	749
Banning Pass	10
Coachella Valley	78
San Diego County	30
Total	23250

Where Chino Residents Work



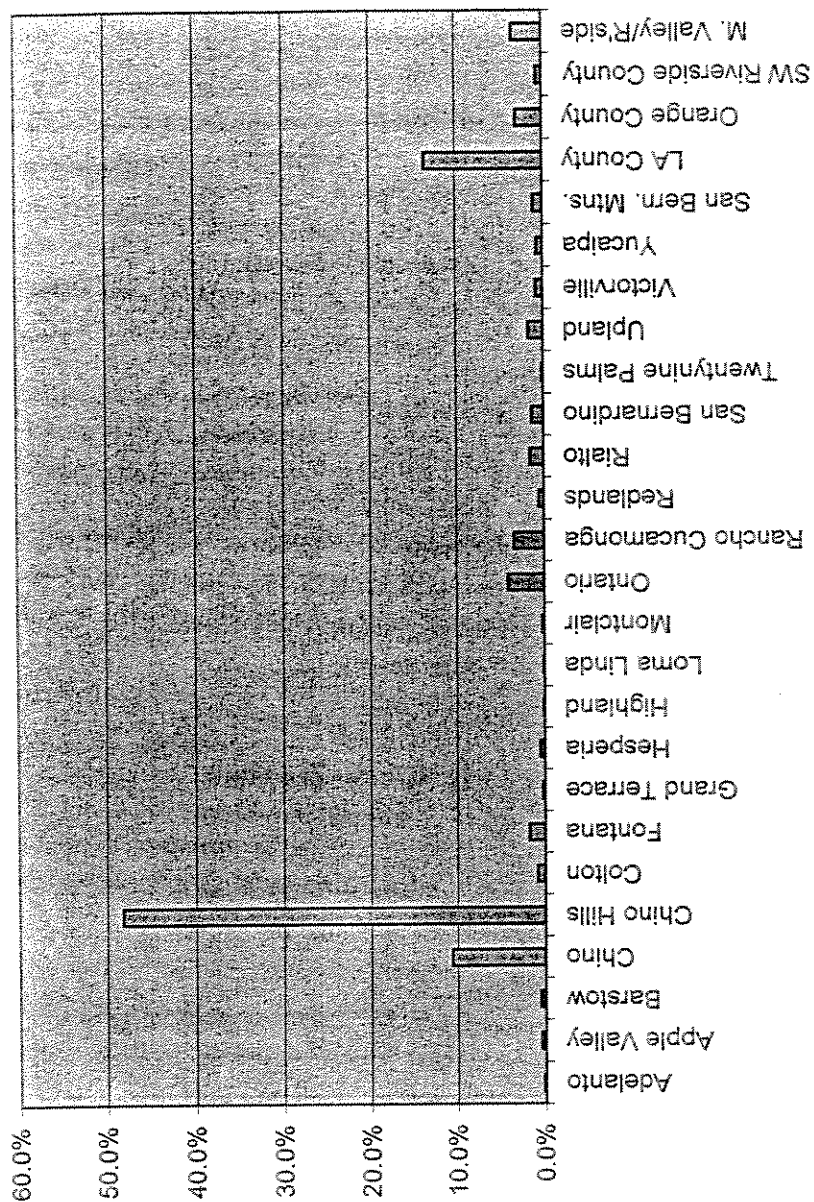




# Where People Employed in Chino Hills Live

Adelanto	10
Apple Valley	30
Barstow	35
Chino	710
Chino Hills	3215
Colton	55
Fontana	120
Grand Terrace	15
Hesperia	35
Highland	4
Loma Linda	4
Montclair	15
Ontario	275
Rancho Cucamonga	230
Redlands	40
Rialto	105
San Bernardino	90
Twentynine Palms	10
Upland	115
Victorville	55
Yucaipa	45
San Bern. Mtns.	74
LA County	905
Orange County	201
SW Riverside County	43
M. Valley/R'side	230
Total	6666

## Where People Employed in Chino Hills Live

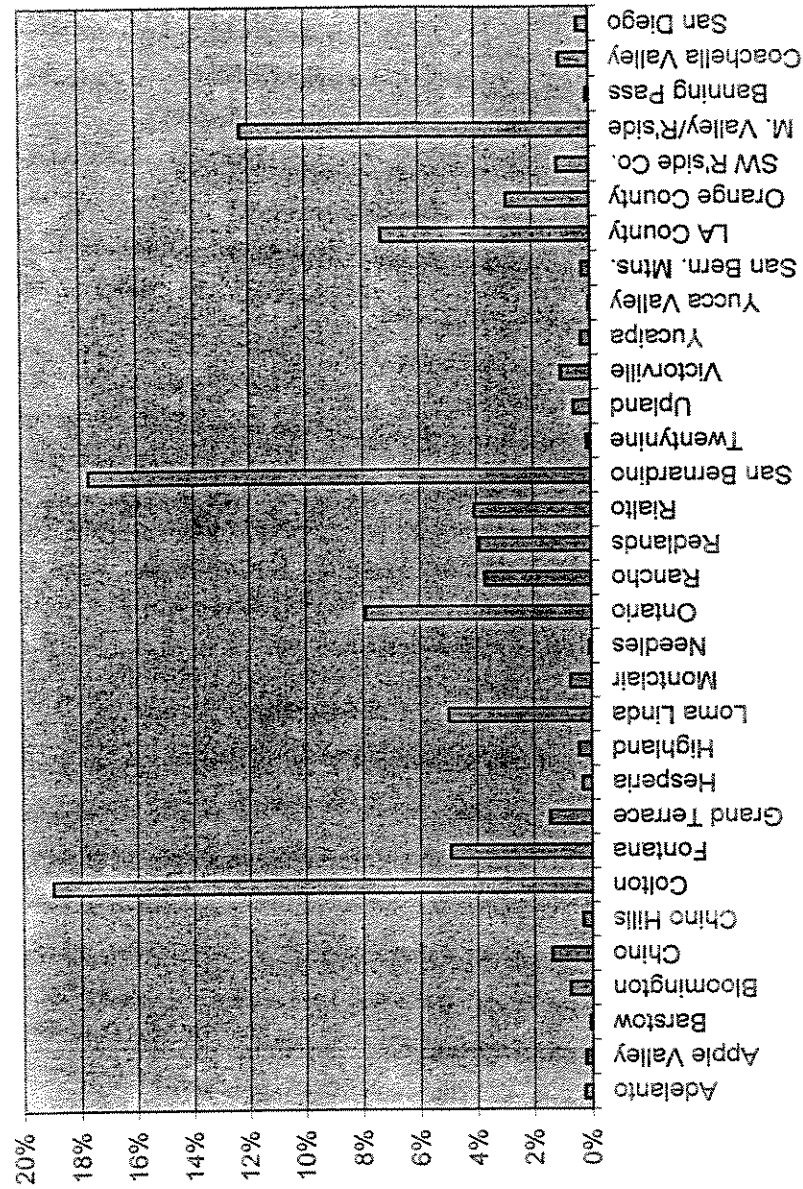




## Where Colton Residents Work

Adelanto	45
Apple Valley	40
Barstow	14
Bloomington	130
Chino	235
Chino Hills	55
Colton	3190
Fontana	830
Grand Terrace	245
Hesperia	55
Highland	75
Loma Linda	840
Montclair	125
Needles	15
Ontario	1330
Rancho Cucamonga	625
Redlands	654
Rialto	685
San Bernardino	2975
Twentynine Palms	24
Upland	100
Victorville	175
Yucaipa	55
Yucca Valley	10
San Bern. Mtns.	50
LA County	1232
Orange County	487
SW R'side Co.	189
M. Valley/R'side	2065
Banning Pass Area	19
Coachella Valley	175
San Diego County	68
Total	16812

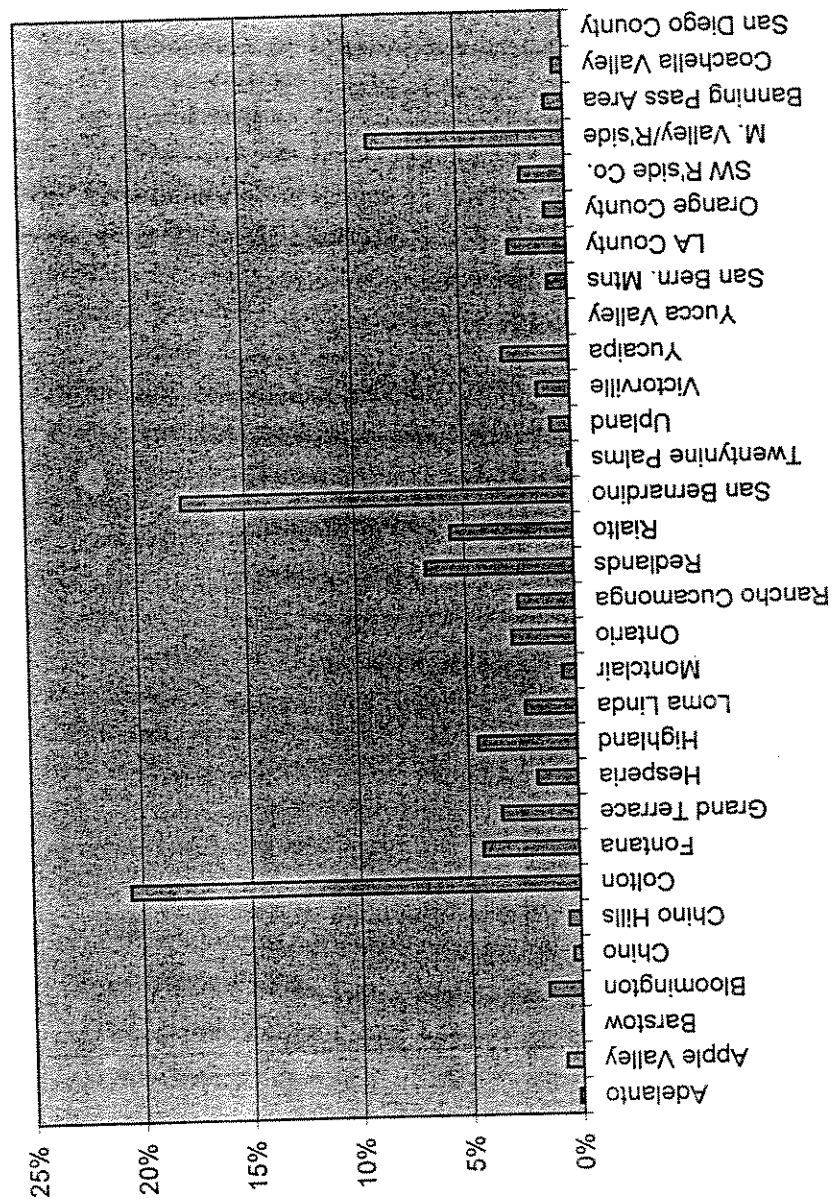
## Where Colton Residents Work



# Where People Employed in Colton Live

Adelanto	30
Apple Valley	120
Barstow	4
Bloomington	235
Chino	55
Chino Hills	85
Colton	3190
Fontana	685
Grand Terrace	545
Hesperia	290
Highland	705
Loma Linda	365
Montclair	95
Ontario	450
Rancho Cucamonga	405
Redlands	1055
Rialto	875
San Bernardino	2780
Twentynine Palms	25
Upland	145
Victorville	235
Yucaipa	480
Yuca Valley	4
San Bern. Mtns	145
LA County	417
Orange County	154
SW R'side Co.	320
M. Valley/R'side	1410
Banning Pass Area	140
Coachella Valley	74
San Diego County	8
Total	15526

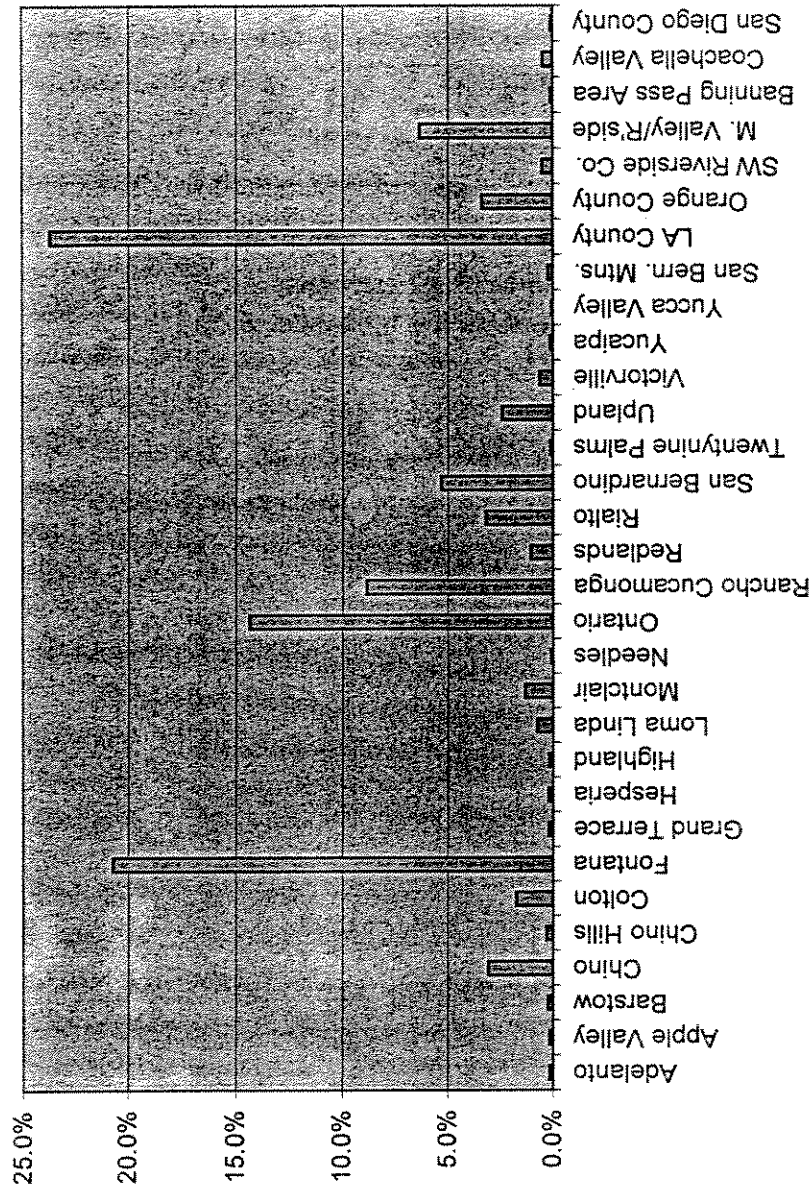
## Where People Employed in Colton Live



**Where Fontana Residents Work**

Adelanto	55
Apple Valley	60
Barstow	90
Chino	1215
Chino Hills	120
Colton	685
Fontana	8290
Grand Terrace	80
Hesperia	80
Highland	70
Loma Linda	300
Montclair	530
Needles	35
Ontario	5735
Rancho Cucamonga	3540
Redlands	420
Rialto	1265
San Bernardino	2130
Twentynine Palms	50
Upland	965
Victorville	250
Yucaipa	50
Yucca Valley	25
San Bern. Mtns.	99
LA County	9472
Orange County	1345
SW Riverside Co.	208
M. Valley/R'side	2540
Banning Pass Area	35
Coachella Valley	195
San Diego County	33
Total	39967

**Where Fontana Residents Work**

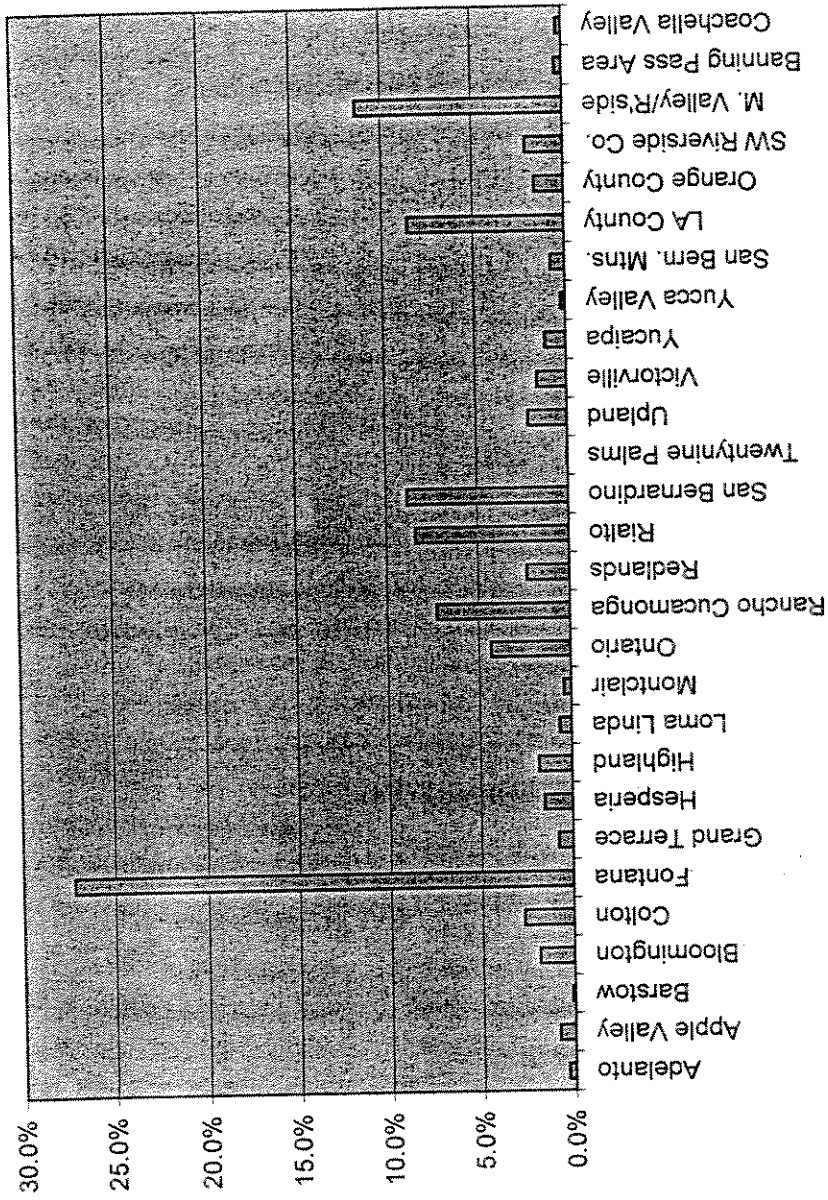




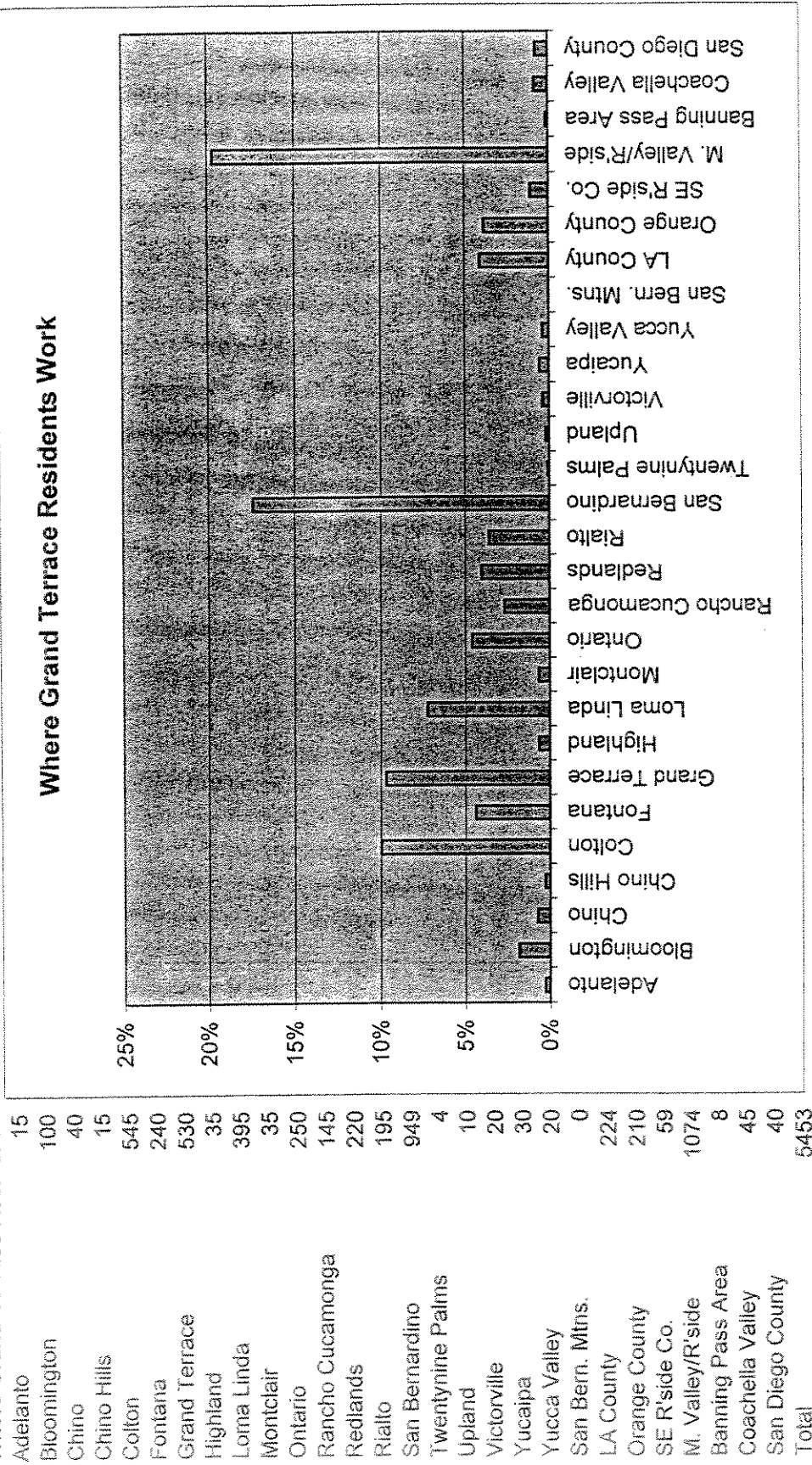
# Where People Employed in Fontana Live

Adelanto	115
Apple Valley	260
Barstow	40
Bloomington	580
Colton	830
Fontana	8290
Grand Terrace	240
Hesperia	465
Highland	560
Loma Linda	205
Montclair	125
Ontario	1325
Rancho Cucamonga	2230
Redlands	715
Rialto	2565
San Bernardino	2705
Twentynine Palms	10
Upland	660
Victorville	495
Yucaipa	350
Yucca Valley	75
San Bern. Mtns.	235
LA County	2629
Orange County	488
SW Riverside Co.	639
M. Valley/R'side	3489
Banning Pass Area	120
Coachella Valley	84
Total	30524

## Where People Employed in Fontana Live

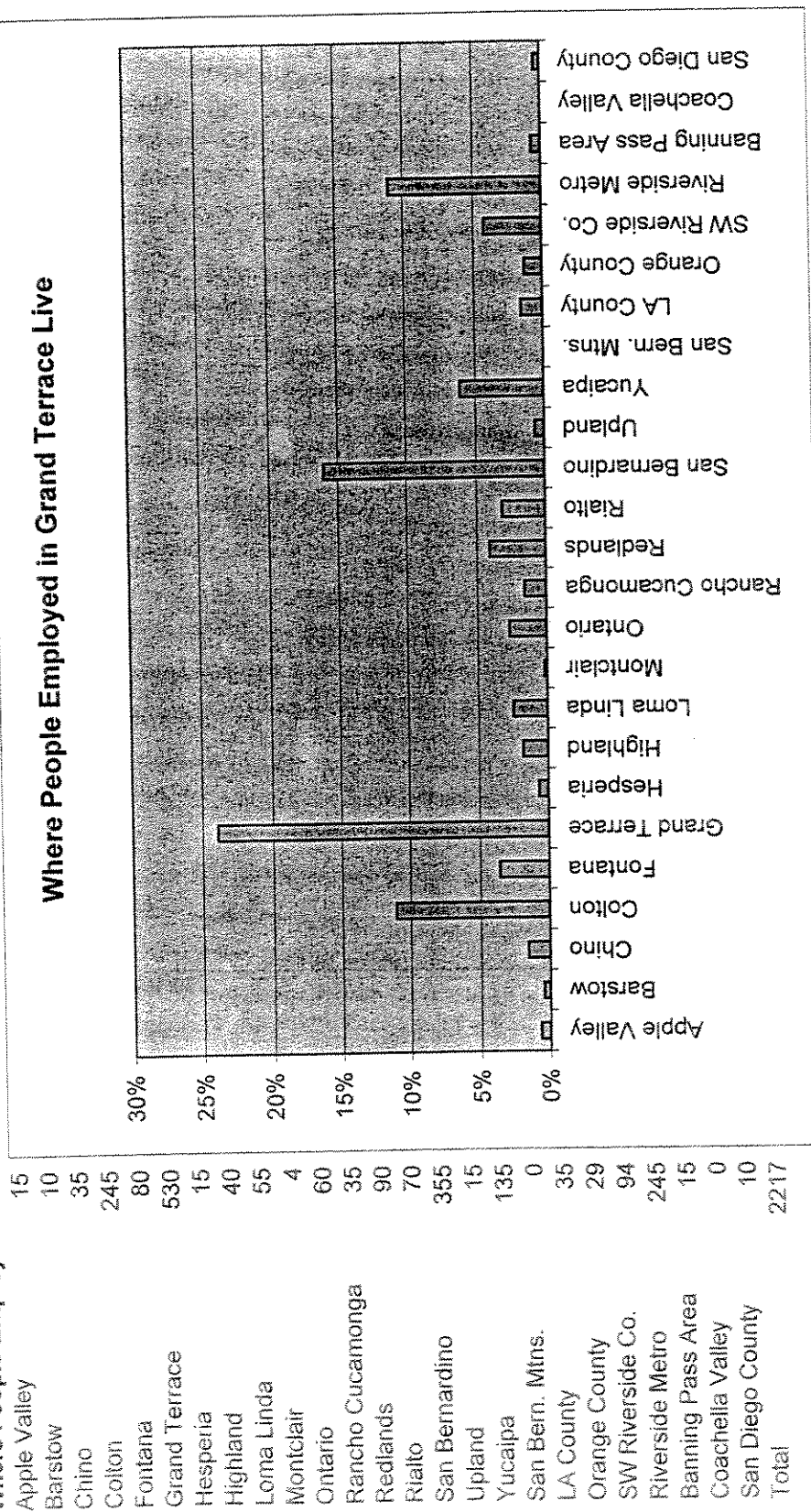


Where Grand Terrace Residents Work



Where Grand Terrace Residents Work

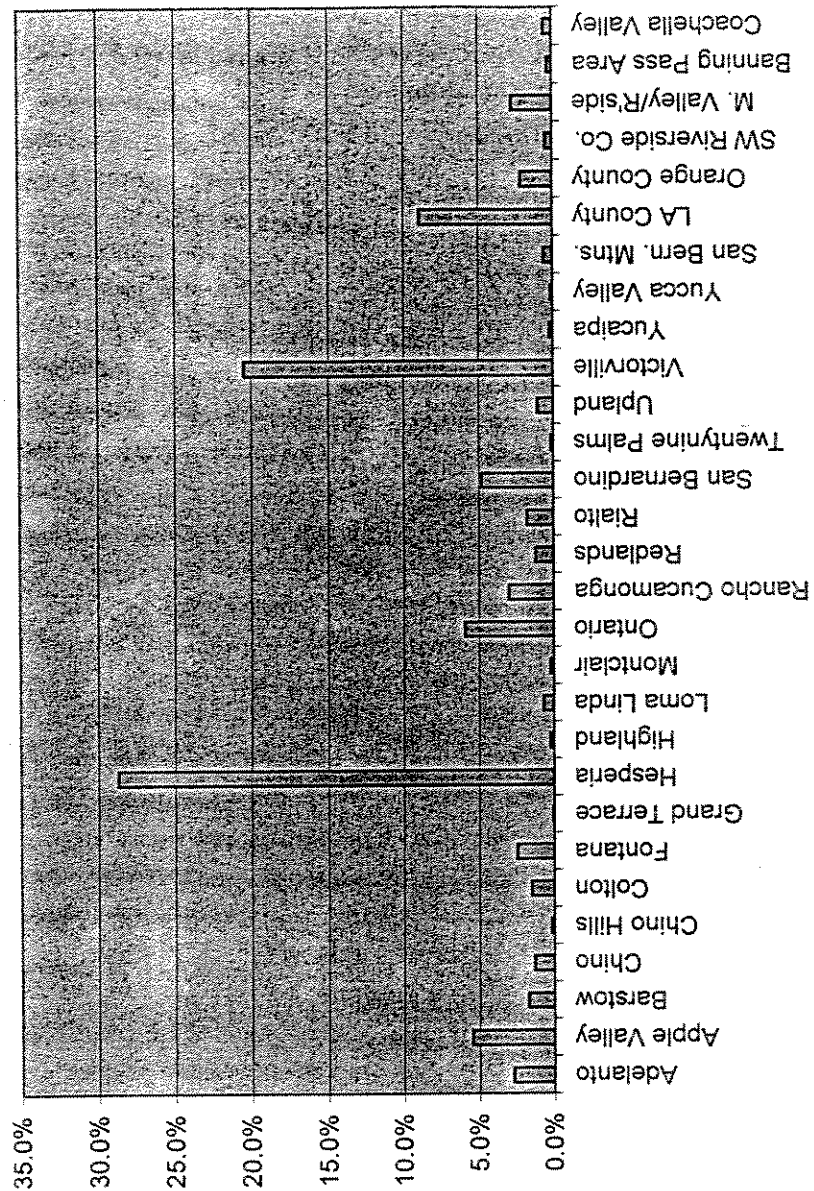
Where People Employed in Grand Terrace Live



## Where Hesperia Residents Work

Adelanto	535
Apple Valley	1055
Barstow	335
Chino	255
Chino Hills	35
Colton	290
Fontana	485
Grand Terrace	15
Hesperia	5540
Highland	50
Loma Linda	135
Montclair	40
Ontario	1140
Rancho Cucamonga	580
Redlands	230
Rialto	340
San Bernardino	929
Twentynine Palms	30
Upland	205
Victorville	3950
Yucaipa	40
Yucca Valley	25
San Bern. Mtns.	120
LA County	1723
Orange County	420
SW Riverside Co.	89
M. Valley/R'side	529
Banning Pass Area	60
Coachella Valley	109
Total	19289

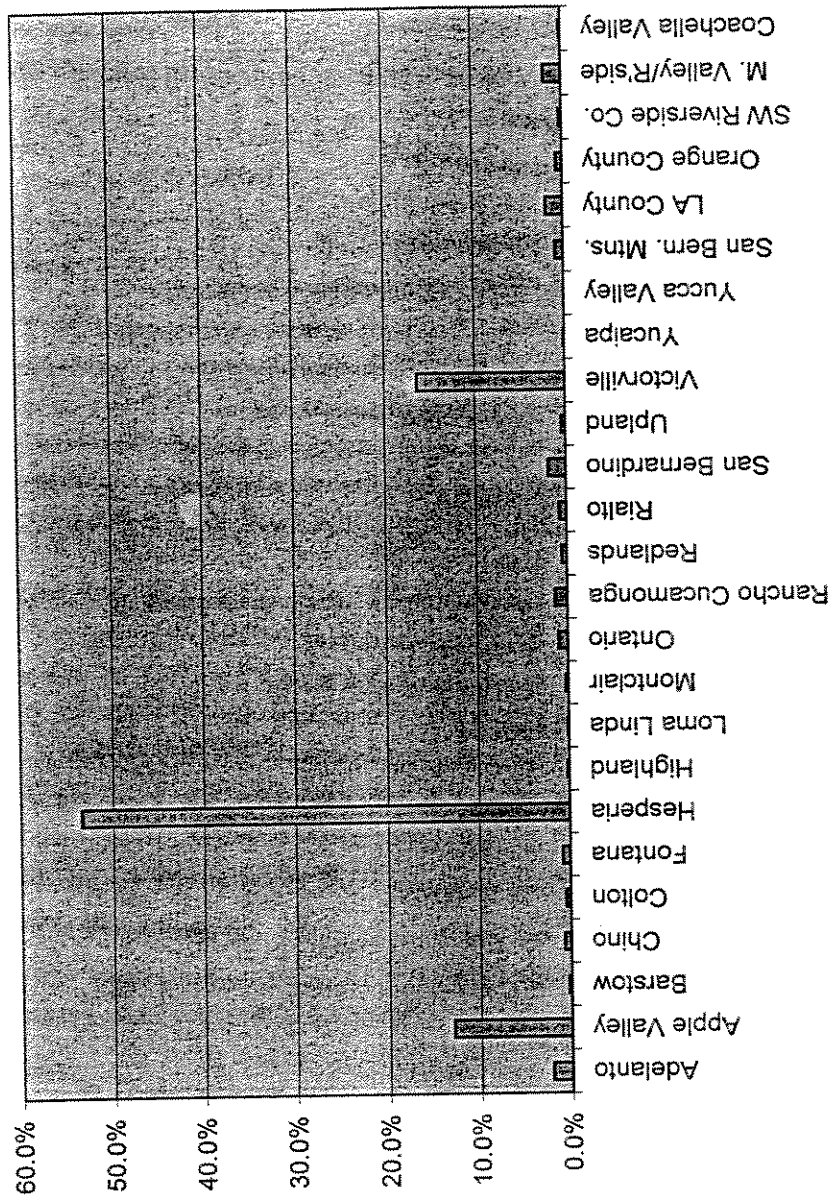
## Where Hesperia Residents Work



Where People Employed in Hesperia Live

Adelanto	215
Apple Valley	1345
Barstow	25
Chino	75
Colton	55
Fontana	90
Hesperia	5540
Highland	20
Loma Linda	10
Montclair	35
Ontario	110
Rancho Cucamonga	140
Redlands	60
Rialto	85
San Bernardino	204
Upland	50
Victorville	1705
Yucaipa	15
Yucca Valley	4
San Bern. Mtns.	95
LA County	191
Orange County	72
SW Riverside Co.	29
M. Valley/R'side	200
Coachella Valley	15
Total	10385

Where People Employed in Hesperia Live

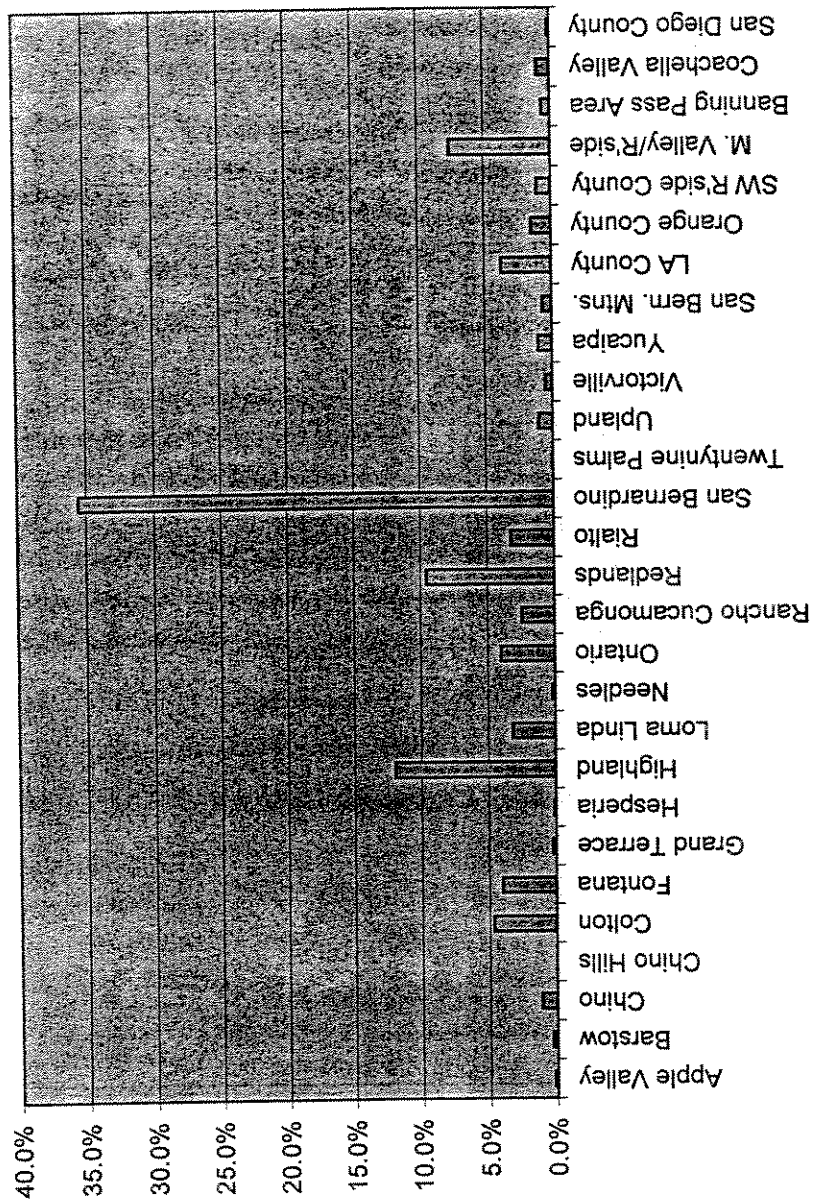




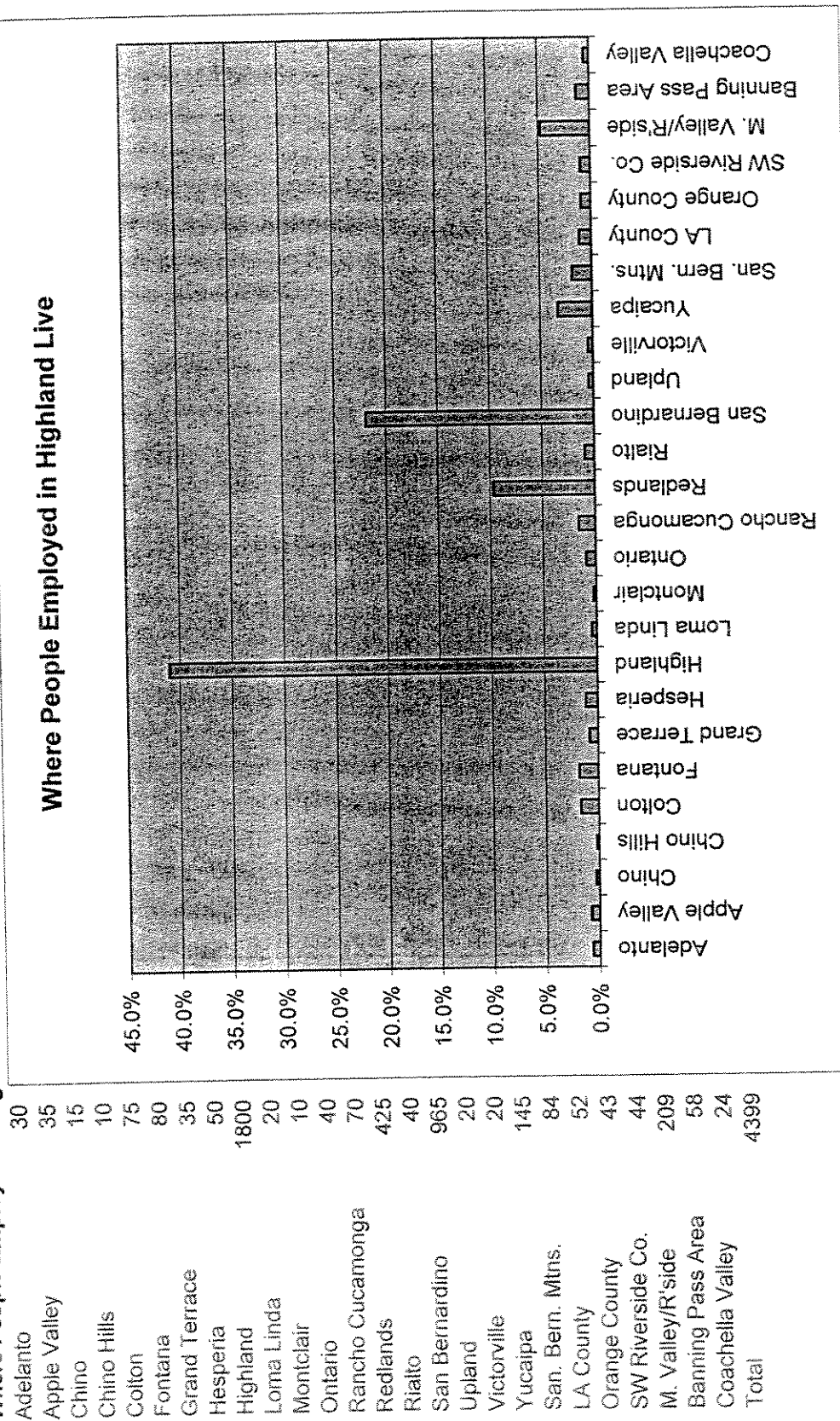
## Where Highland Residents Work

Apple Valley	30
Barstow	55
Chino	175
Chino Hills	4
Colton	705
Fontana	600
Grand Terrace	40
Hesperia	20
Highland	1800
Loma Linda	480
Needles	35
Ontario	605
Rancho Cucamonga	365
Redlands	1440
Rialto	485
San Bernardino	5360
Twentynine Palms	10
Upland	160
Victorville	80
Yucaipa	155
San Bern. Mtns.	105
LA County	563
Orange County	223
SW R'side County	160
M. Valley/R'side	1143
Banning Pass Area	95
Coachella Valley	150
San Diego County	20
Total	15063

## Where Highland Residents Work



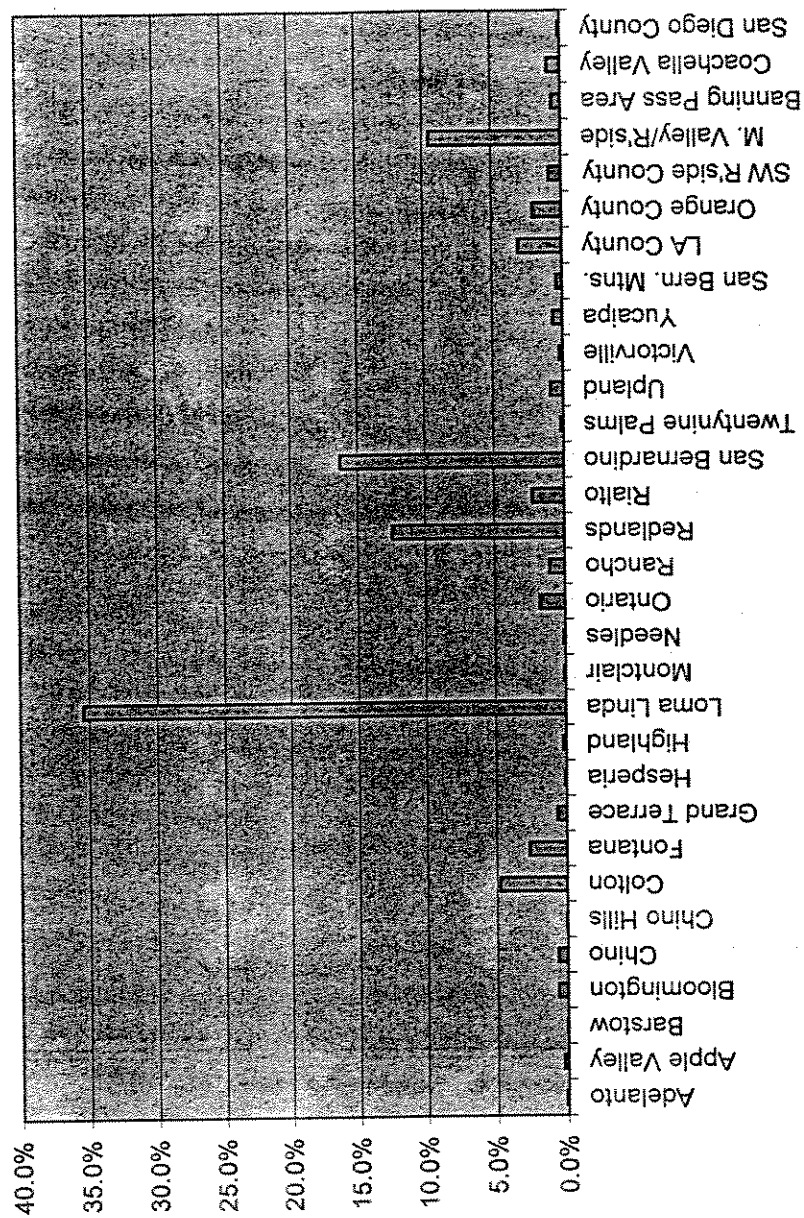
Where People Employed In Highland Live



## Where Loma Linda Residents Work

Adelanto	10
Apple Valley	25
Barstow	4
Bloomington	55
Chino	55
Chino Hills	4
Colton	365
Fontana	205
Grand Terrace	55
Hesperia	10
Highland	20
Loma Linda	2720
Montclair	10
Needles	10
Ontario	140
Rancho Cucamonga	85
Redlands	955
Rialto	175
San Bernardino	1254
Twentynine Palms	15
Upland	70
Victorville	20
Yucaipa	55
San Bern. Mtns.	34
LA County	241
Orange County	159
SW R'side County	69
M. Valley/R'side	729
Banning Pass Area	49
Coachella Valley	75
San Diego County	10
Total	7683

## Where Loma Linda Residents Work

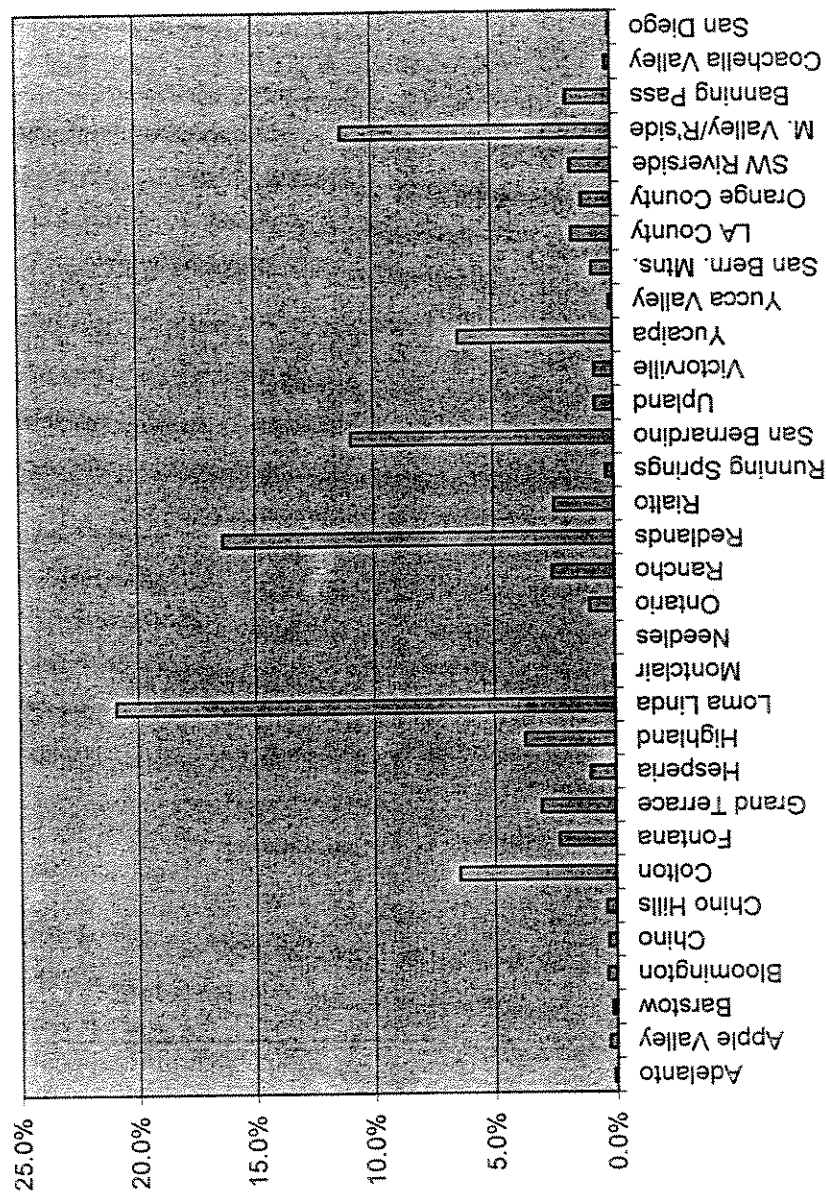




# Where People Employed in Loma Linda Live

Adelanto	15
Apple Valley	40
Barstow	25
Bloomington	50
Chino	45
Chino Hills	55
Colton	840
Fontana	300
Grand Terrace	395
Hesperia	135
Highland	480
Loma Linda	2720
Montclair	10
Needles	4
Ontario	135
Rancho Cucamonga	330
Redlands	2125
Rialto	320
Running Springs	45
San Bernardino	1420
Upland	100
Victorville	100
Yucaipa	835
Yucca Valley	20
San Bern. Mtns.	109
LA County	216
Orange County	161
SW Riverside Co.	220
M. Valley/R'side	1464
Banning Pass Area	240
Coachella Valley	28
San Diego County	10
Total	12992

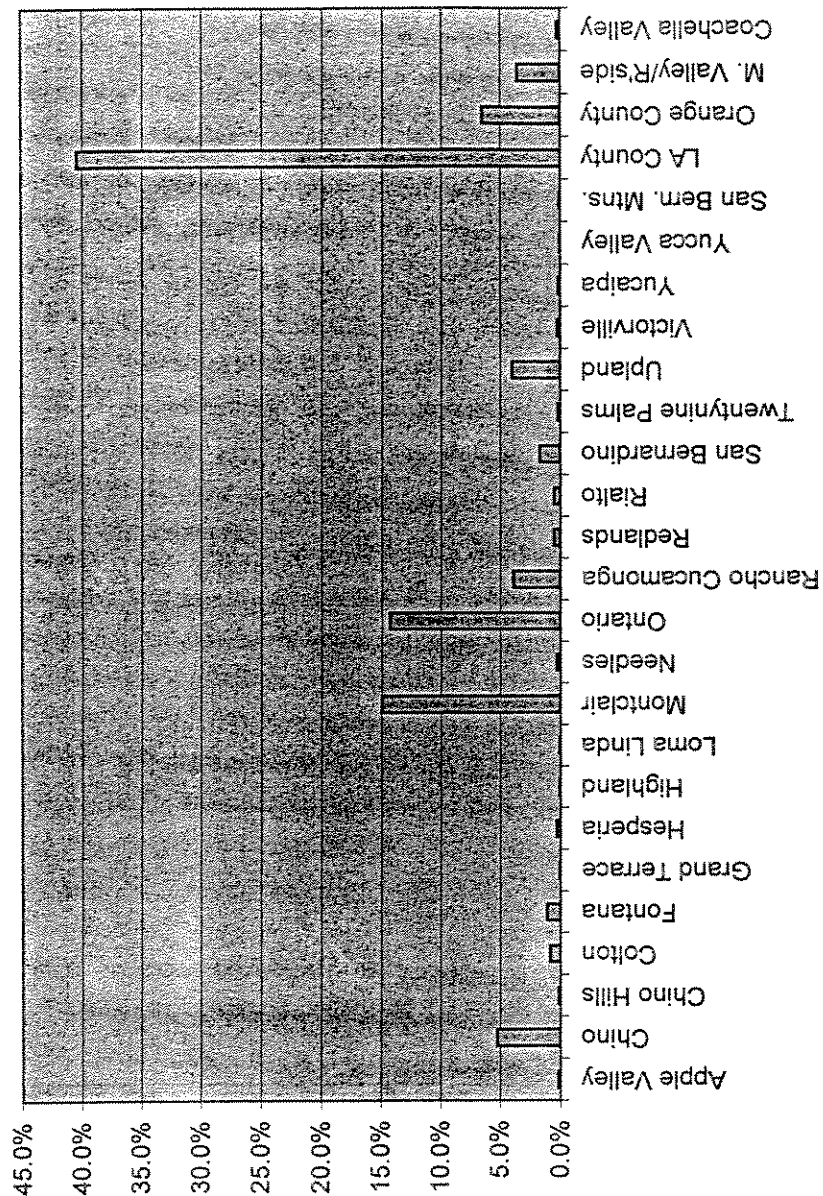
## Where People Employed in Loma Linda Live



## Where Montclair Residents Work

Apple Valley	20
Chino	575
Chino Hills	15
Colton	95
Fontana	125
Grand Terrace	4
Hesperia	35
Highland	10
Loma Linda	10
Montclair	1645
Needles	35
Ontario	1570
Rancho Cucamonga	430
Redlands	60
Rialto	60
San Bernardino	185
Twentynine Palms	24
Upland	440
Victorville	30
Yucaipa	15
Yucca Valley	4
San Bern. Mtns.	10
LA County	4434
Orange County	711
M. Valley/R'side	395
Coachella Valley	28
Total	10965

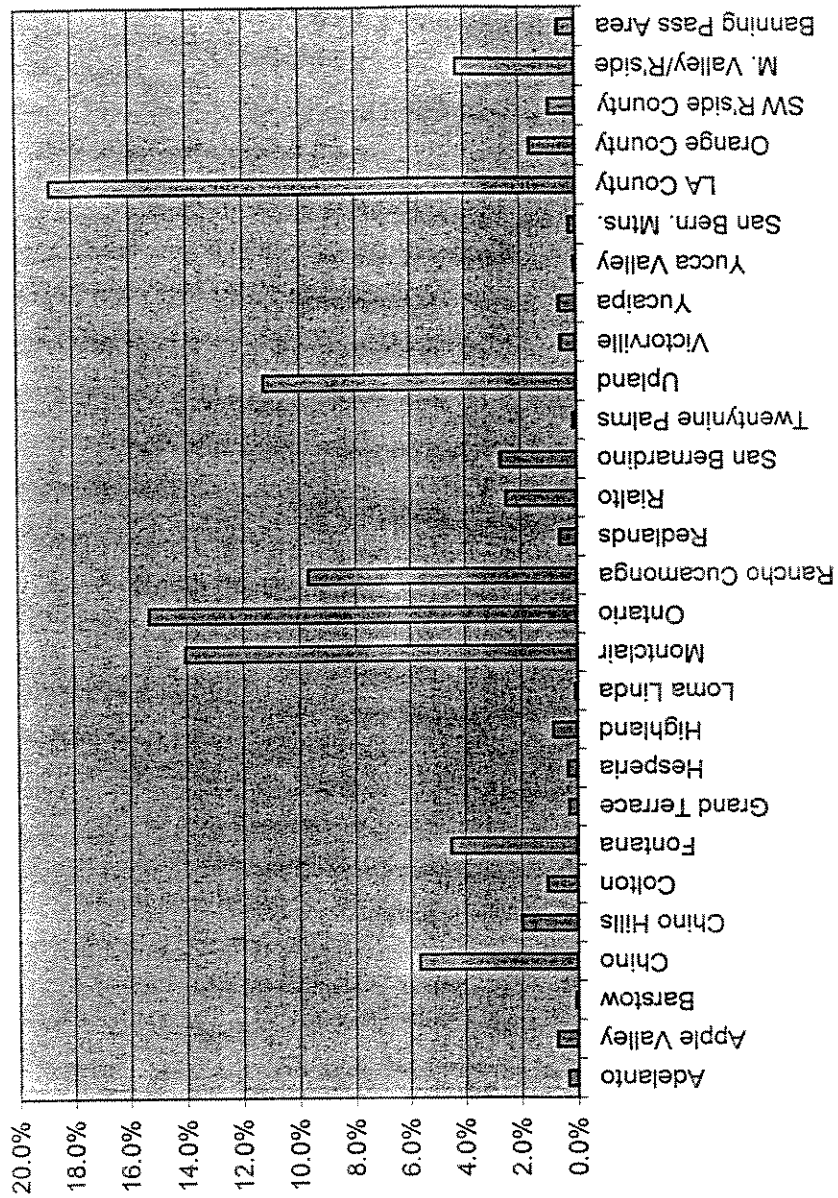
## Where Montclair Residents Work



# Where People Employed in Montclair Live

Adelanto	40
Apple Valley	85
Barstow	10
Chino	665
Chino Hills	235
Colton	125
Fontana	530
Grand Terrace	35
Hesperia	40
Highland	100
Loma Linda	10
Montclair	1645
Ontario	1795
Rancho Cucamonga	1135
Redlands	70
Rialto	295
San Bernardino	320
Twentynine Palms	15
Upland	1320
Victorville	65
Yucaipa	70
Yucca Valley	10
San Bern. Mtns.	29
LA County	2200
Orange County	192
SW R'side County	109
M. Valley/R'side	499
Banning Pass Area	70
Total	11714

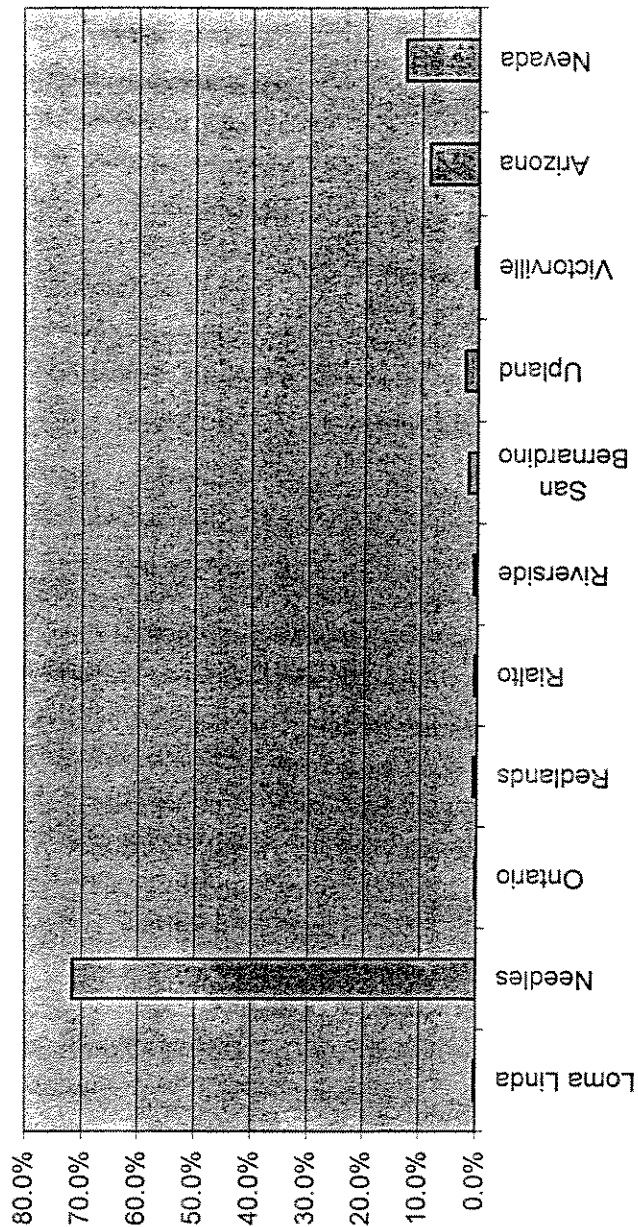
## Where People Employed in Montclair Live



# Where Needles Residents Work

Loma Linda	4
Needles	1100
Ontario	4
Redlands	10
Rialto	8
Riverside	10
San Bernardino	25
Upland	35
Victorville	10
Arizona	133
Nevada	199
Total	1538

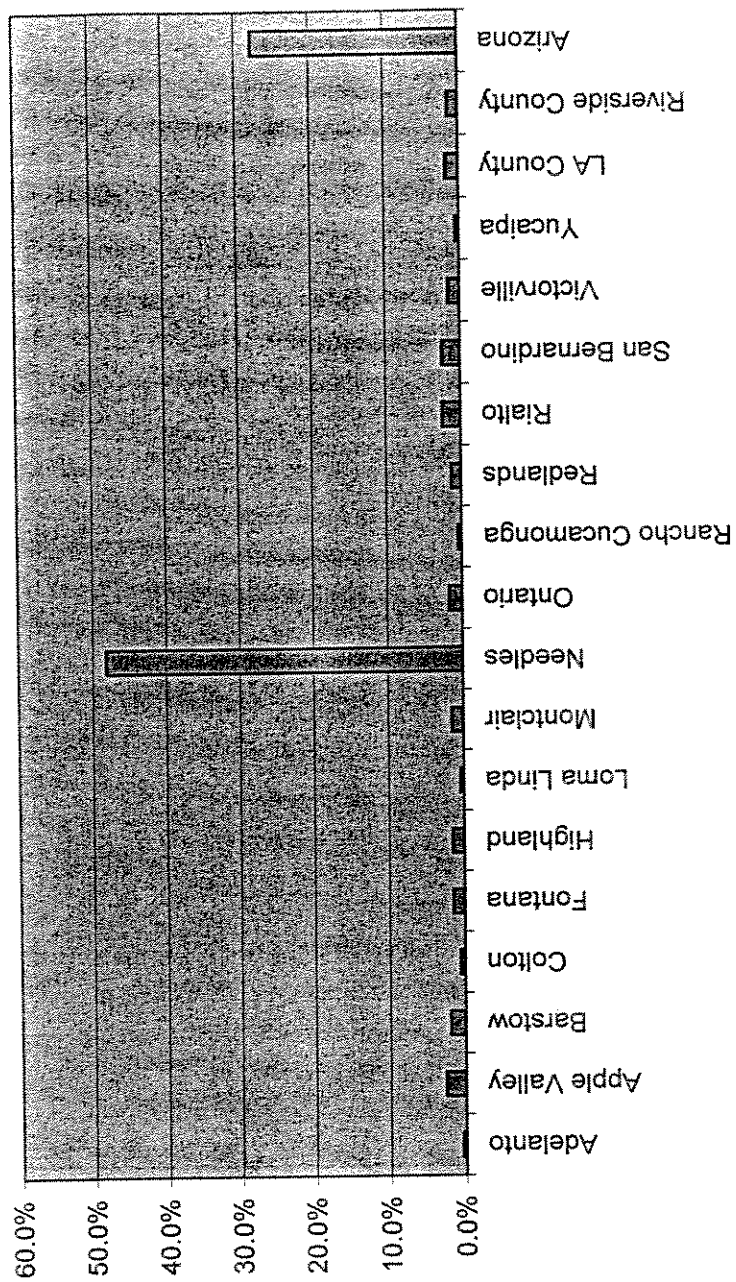
## Where Needles Residents Work



Where People Employed in Needles Live

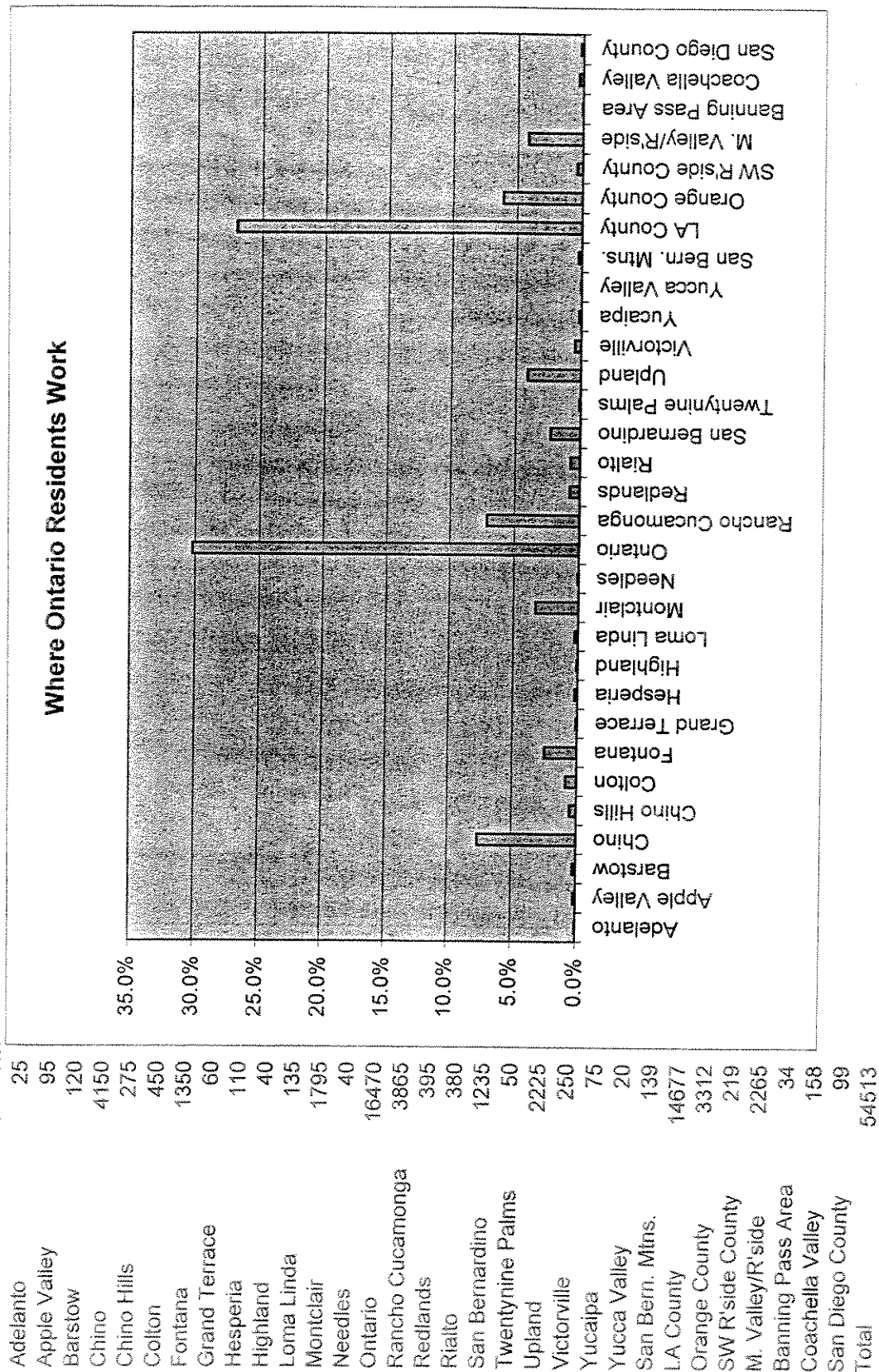
Adelanto	10
Apple Valley	60
Barstow	45
Colton	15
Fontana	35
Highland	35
Loma Linda	10
Montclair	35
Needles	1100
Ontario	40
Rancho Cucamonga	10
Redlands	29
Rialto	55
San Bernardino	55
Victorville	35
Yucaipa	10
LA County	39
Riverside County	32
Arizona	635
Total	2285

Where People Employed in Needles Live





## Where Ontario Residents Work

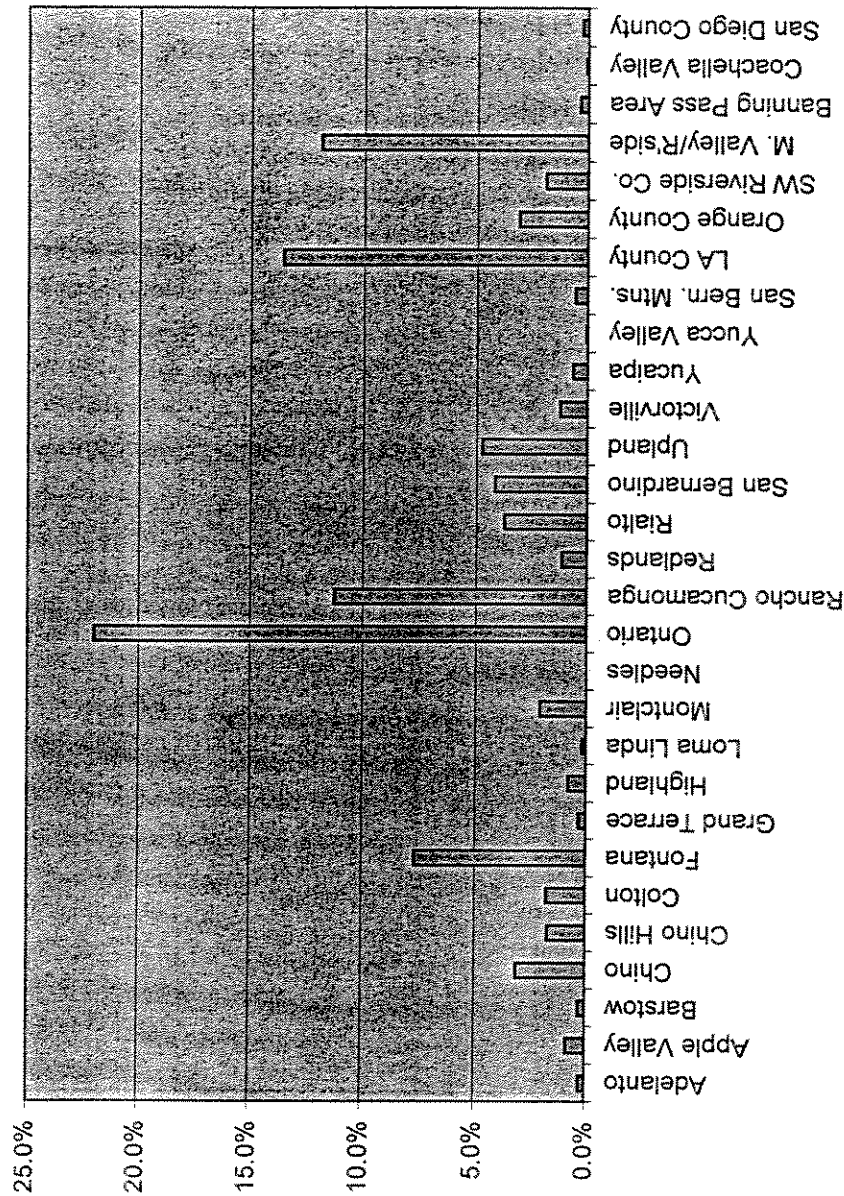


## Where Ontario Residents Work

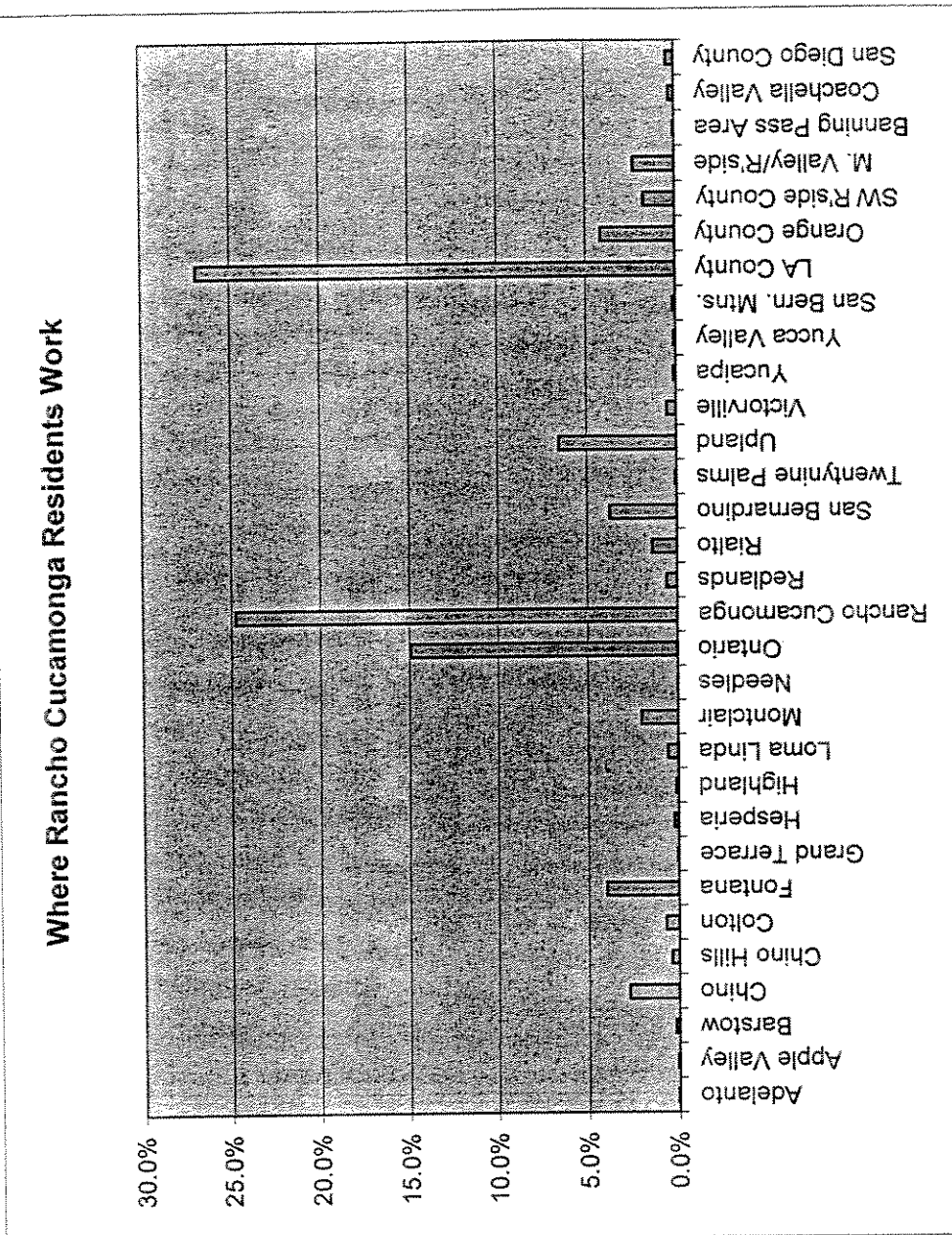
# Where People Employed in Ontario Live

Adelanto	220
Apple Valley	640
Barstow	240
Chino	2350
Chino Hills	1305
Colton	1330
Fontana	5735
Grand Terrace	250
Highland	605
Loma Linda	140
Montclair	1570
Needles	4
Ontario	16470
Rancho Cucamonga	8415
Redlands	845
Rialto	2795
San Bernardino	3115
Upland	3550
Victorville	935
Yucaipa	495
Yuca Valley	40
San Bern. Mtns.	420
LA County	10134
Orange County	2339
SW Riverside Co.	1445
M. Valley/R'side	8890
Banning Pass Area	275
Coachella Valley	65
San Diego County	200
Total	74817

## Where People Employed in Ontario Live



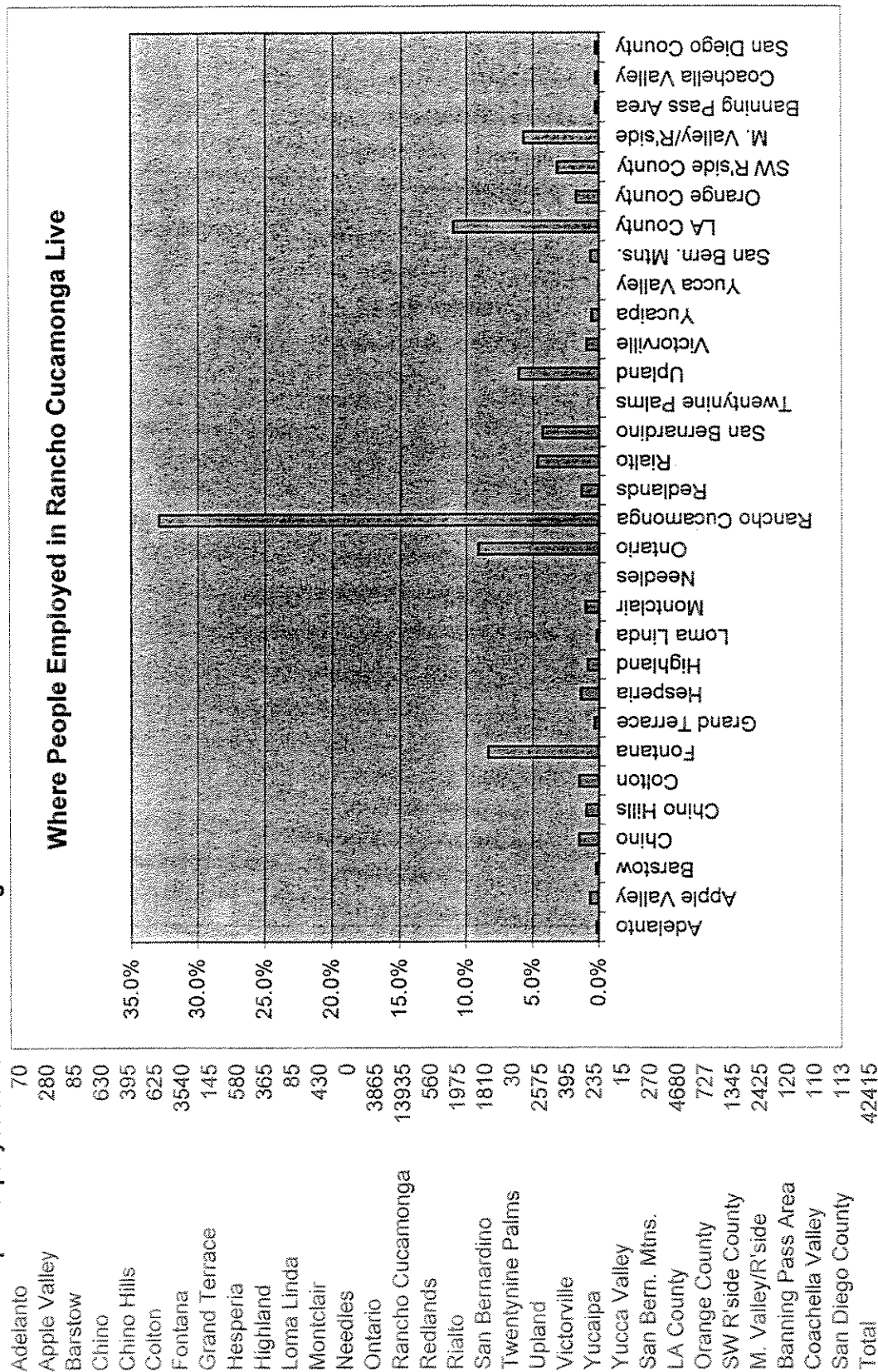
Where Rancho Cucamonga Residents Work



Adelanto	25
Apple Valley	50
Barstow	110
Chino	1530
Chino Hills	230
Colton	405
Fontana	2230
Grand Terrace	35
Hesperia	140
Highland	70
Loma Linda	330
Montclair	1135
Needles	10
Ontario	8415
Rancho Cucamonga	13935
Redlands	340
Rialto	775
San Bernardino	2085
Twentynine Palms	40
Upland	3675
Victorville	295
Yucaipa	70
Yucca Valley	60
San Bern. Mtns.	94
LA County	15147
Orange County	2318
SW R'side County	979
M. Valley/R'side	1295
Banning Pass Area	25
Coachella Valley	175
San Diego County	248
Total	56271



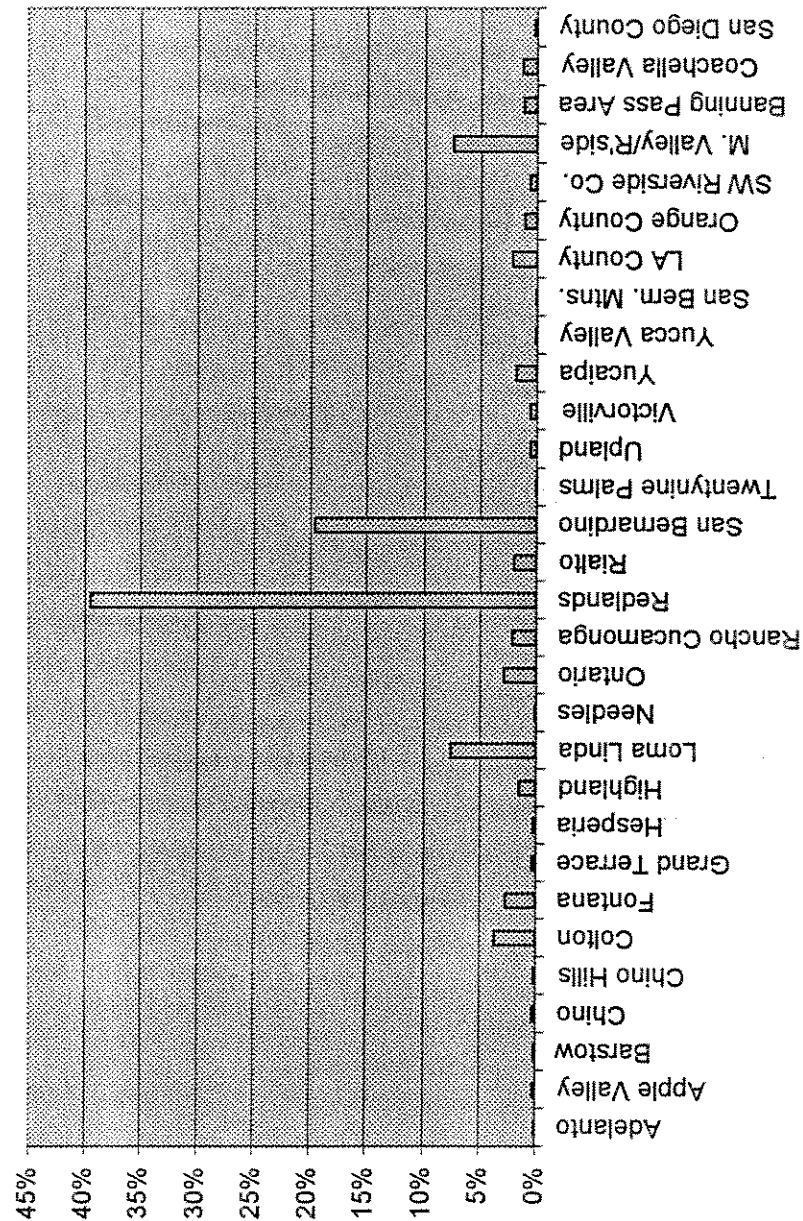
Where People Employed in Rancho Cucamonga Live



Where Redlands Residents Work

Adelanto	10
Apple Valley	65
Barstow	25
Chino	75
Chino Hills	40
Colton	975
Fontana	715
Grand Terrace	90
Hesperia	60
Highland	390
Loma Linda	2005
Needles	25
Ontario	765
Rancho Cucamonga	560
Redlands	10475
Rialto	535
San Bernardino	5190
Twentynine Palms	8
Upland	145
Victorville	150
Yucaipa	480
Yucca Valley	25
San Bern. Mtns.	12
LA County	576
Orange County	283
SW Riverside Co.	163
M. Valley/R'side	1969
Banning Pass Area	305
Coachella Valley	334
San Diego County	60
Total	26510

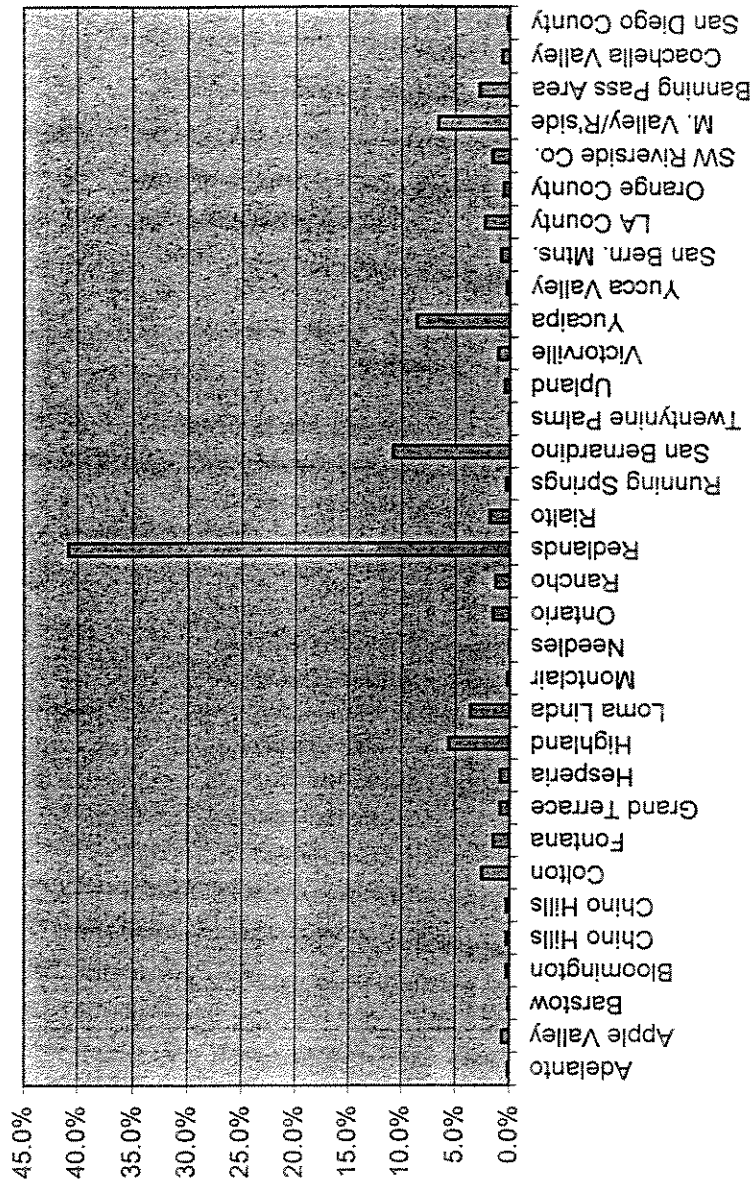
Where Redlands Residents Work



# Where People Employed in Redlands Live

Adelanto	30
Apple Valley	180
Barstow	30
Bloomington	75
Chino Hills	80
Chino Hills	80
Colton	650
Fontana	385
Grand Terrace	220
Hesperia	230
Highland	1440
Loma Linda	935
Montclair	60
Needles	10
Ontario	395
Rancho Cucamonga	340
Redlands	10475
Rialto	465
Running Springs	90
San Bernardino	2780
Twentynine Palms	20
Upland	125
Victorville	275
Yucaipa	2210
Yucaipa Valley	80
San Bern. Mtns.	204
LA County	581
Orange County	156
SW Riverside Co.	404
M. Valley/R'side	1690
Banning Pass Area	710
Coachella Valley	180
San Diego County	55
Total	25640

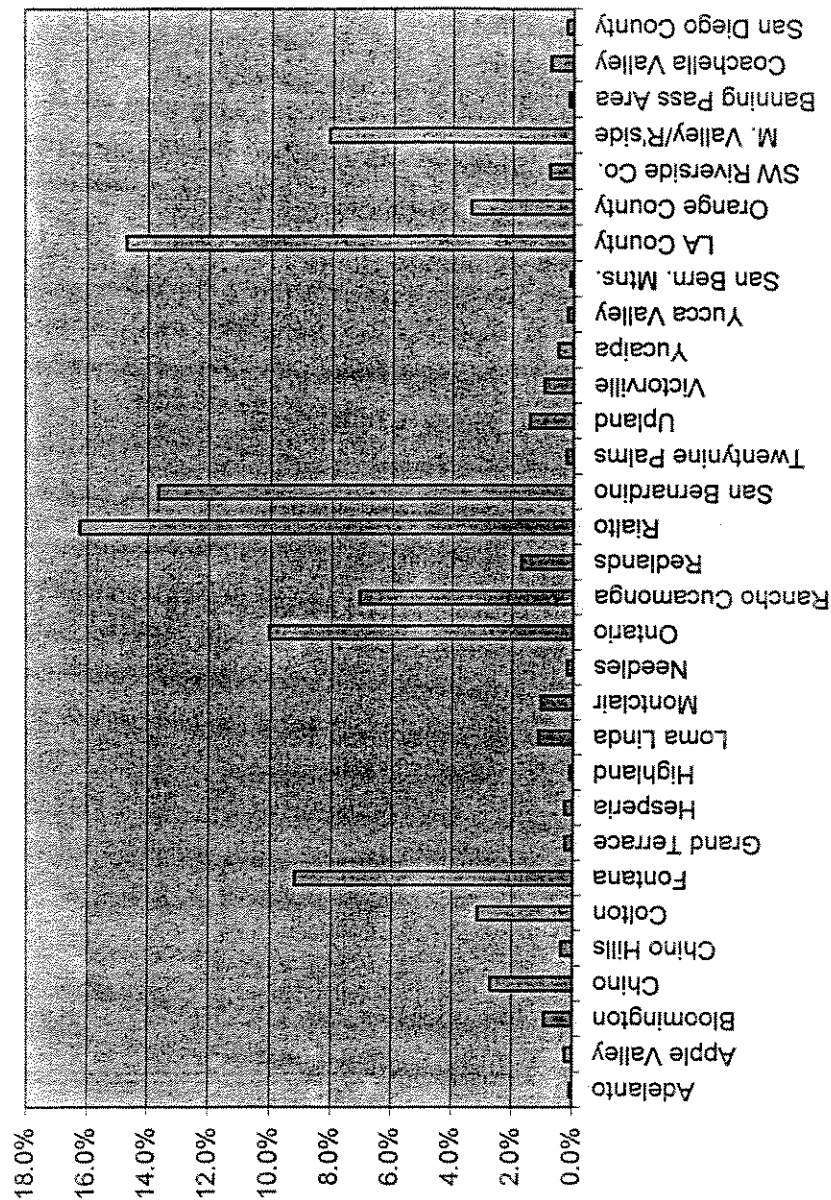
## Where People Employed in Redlands Live



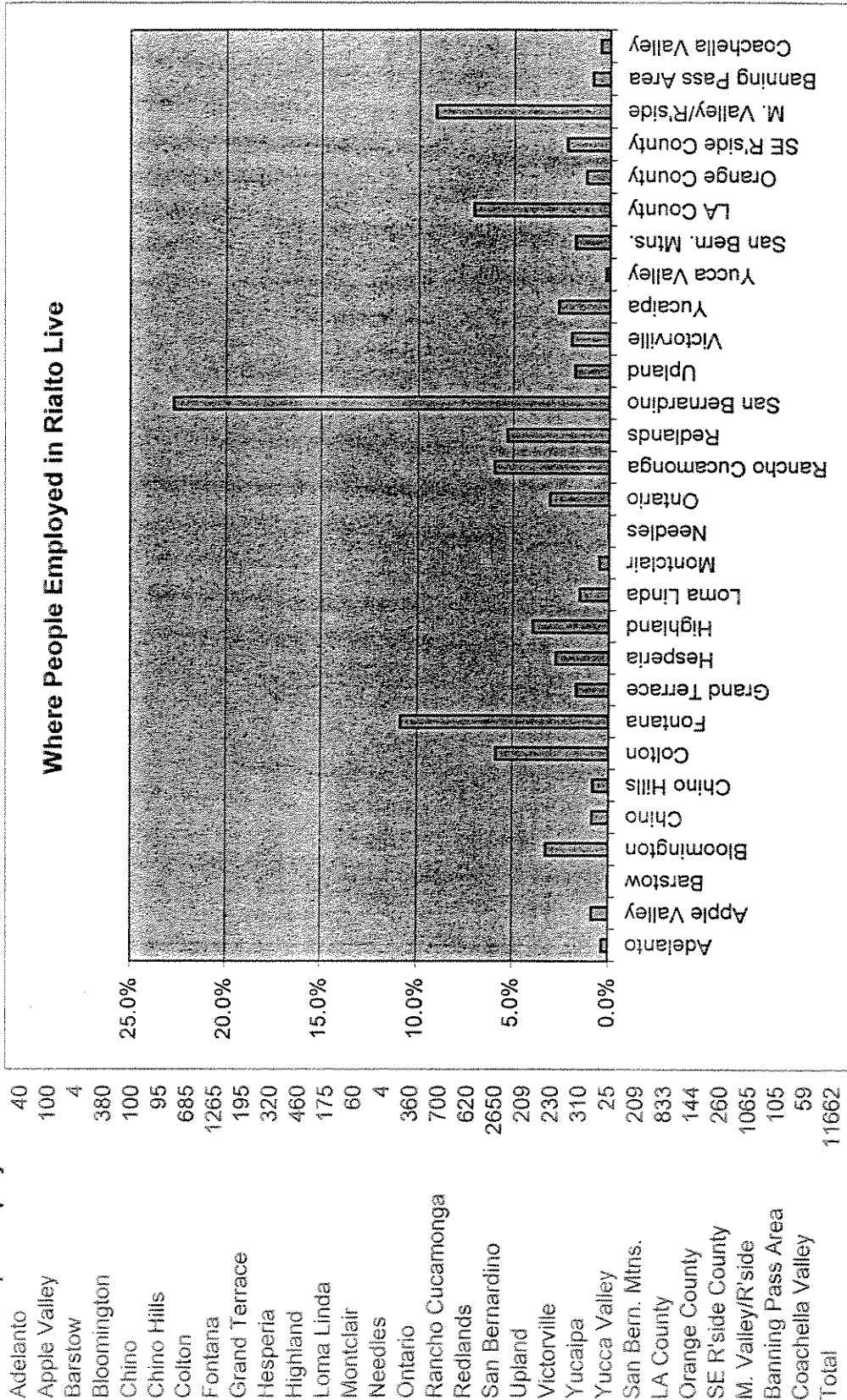
# Where Rialto Residents Work

Adelanto	25
Apple Valley	70
Bloomington	260
Chino	755
Chino Hills	105
Colton	875
Fontana	2565
Grand Terrace	70
Hesperia	75
Highland	30
Loma Linda	320
Montclair	295
Needles	55
Ontario	2795
Rancho Cucamonga	1975
Redlands	475
Rialto	4525
San Bernardino	3805
Twentynine Palms	65
Upland	400
Victorville	265
Yucaipa	140
Yucca Valley	50
San Bern. Mtns.	30
LA County	4099
Orange County	944
SW Riverside Co.	219
M. Valley/R'side	2265
Banning Pass Area	39
Coachella Valley	205
San Diego County	59
Total	27855

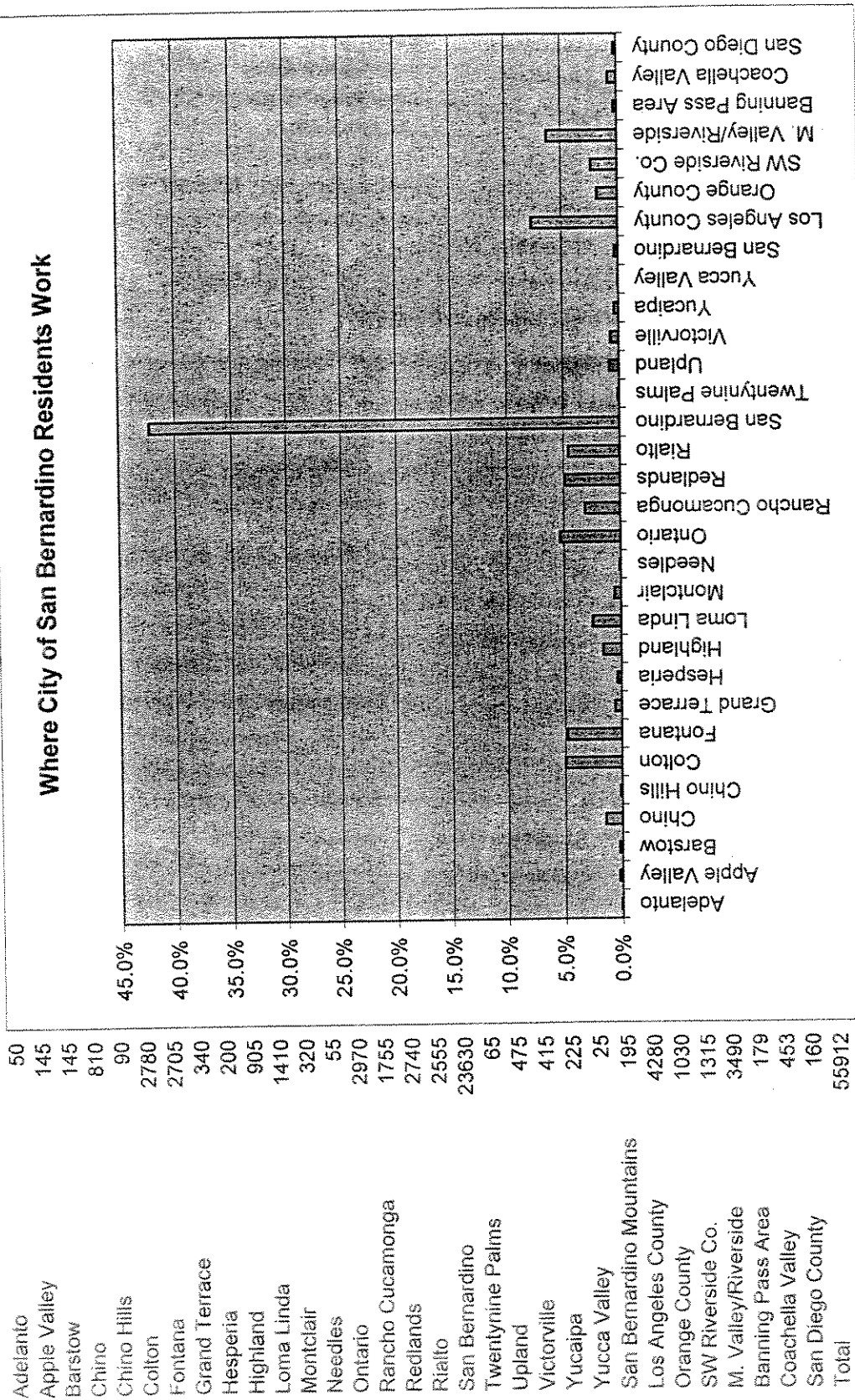
## Where Rialto Residents Work



# Where People Employed in Rialto Live



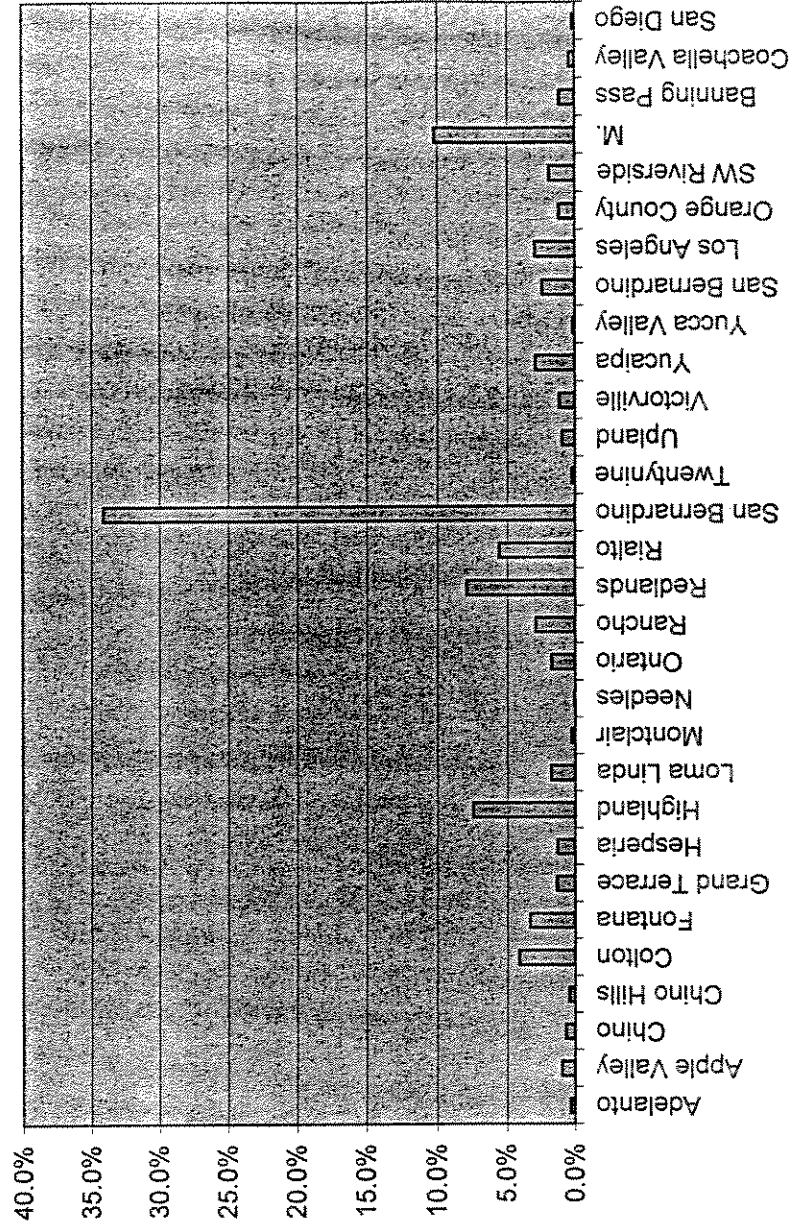




# Where People Employed in San Bernardino Live

Adelanto	240
Apple Valley	705
Chino	475
Chino Hills	300
Colton	2945
Fontana	2365
Grand Terrace	945
Hesperia	925
Highland	5335
Loma Linda	1250
Montclair	175
Needles	25
Ontario	1235
Rancho Cucamonga	2060
Redlands	5645
Rialto	3980
San Bernardino	24355
Twentynine Palms	160
Upland	690
Victorville	840
Yucaipa	2065
Yucca Valley	95
San Bernardino Mtns	1710
Los Angeles County	2098
Orange County	849
SW Riverside Co.	1349
M. Valley/Riverside	7285
Banning Pass Area	820
Coachella Valley	294
San Diego County	126
Total	71341

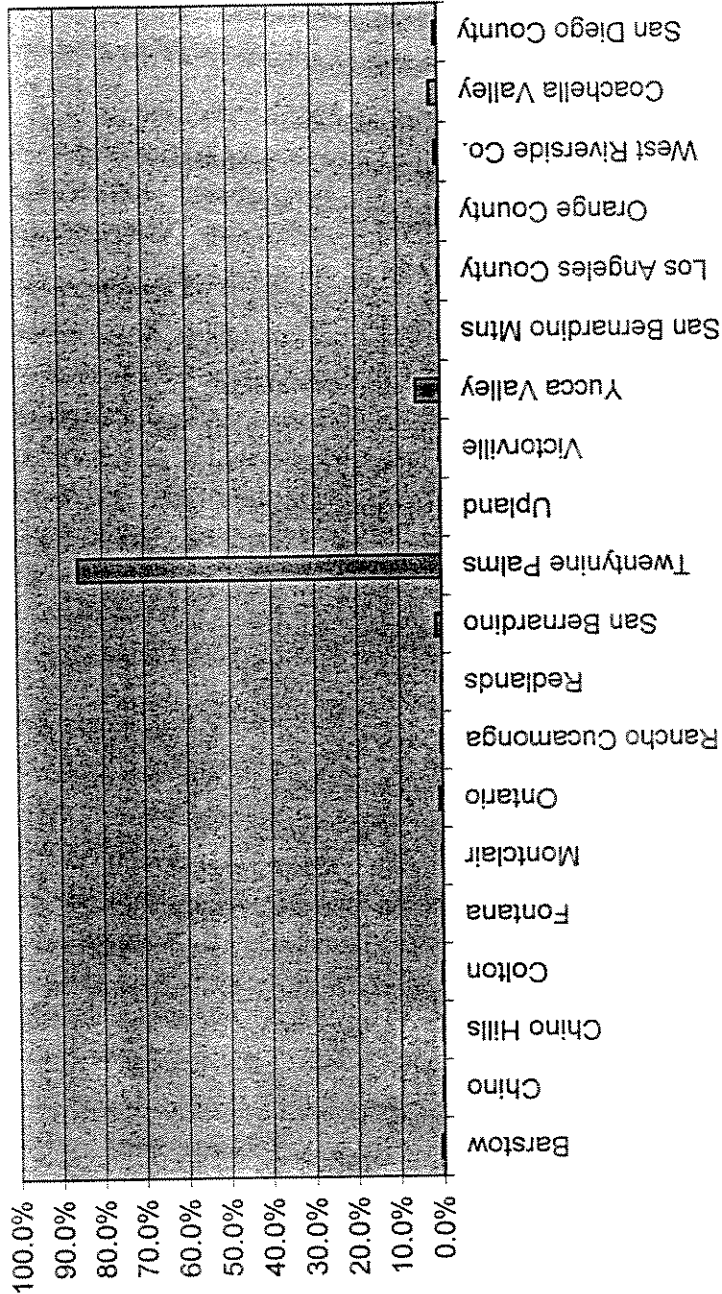
## Where People Employed in San Bernardino Live



Where Twenty-nine Palms Residents Work

Barstow	70
Chino	14
Chino Hills	10
Colton	25
Fontana	10
Montclair	15
Ontario	85
Rancho Cucamonga	30
Redlands	20
San Bernardino	160
Twenty-nine Palms	9545
Upland	20
Victorville	25
Yucca Valley	635
San Bernardino Mtns	14
Los Angeles County	22
Orange County	24
West Riverside Co.	93
Coachella Valley	232
San Diego County	86
Total	11135

Where Twenty-nine Palms Residents Work

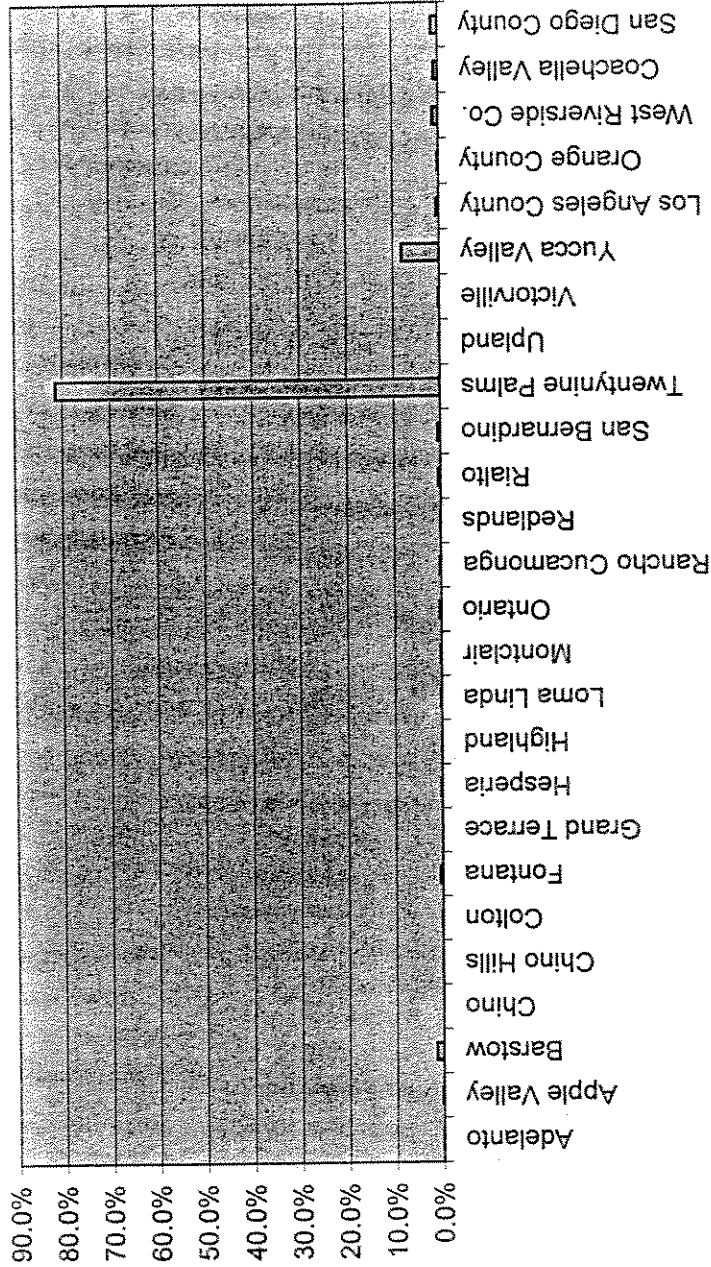




Where People Employed in Twentynine Palms Live

Adelanto	10
Apple Valley	25
Barstow	175
Chino	4
Chino Hills	10
Colton	14
Fontana	60
Grand Terrace	4
Hesperia	30
Highland	10
Loma Linda	15
Montclair	24
Ontario	50
Rancho Cucamonga	40
Redlands	8
Rialto	65
San Bernardino	75
Twentynine Palms	9545
Upland	20
Victorville	30
Yucca Valley	950
Los Angeles County	71
Orange County	33
West Riverside Co.	152
Coachella Valley	119
San Diego County	180
Total	11719

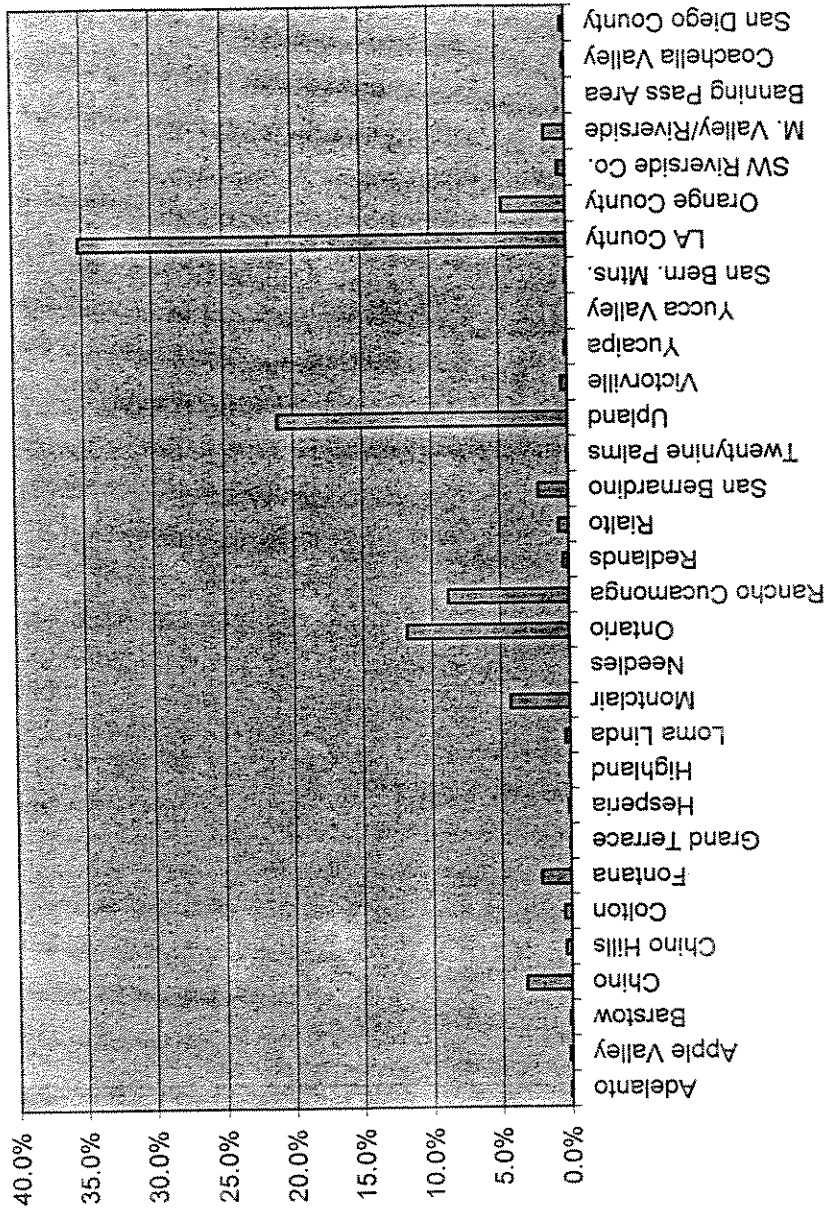
Where People Employed in Twentynine Palms Live



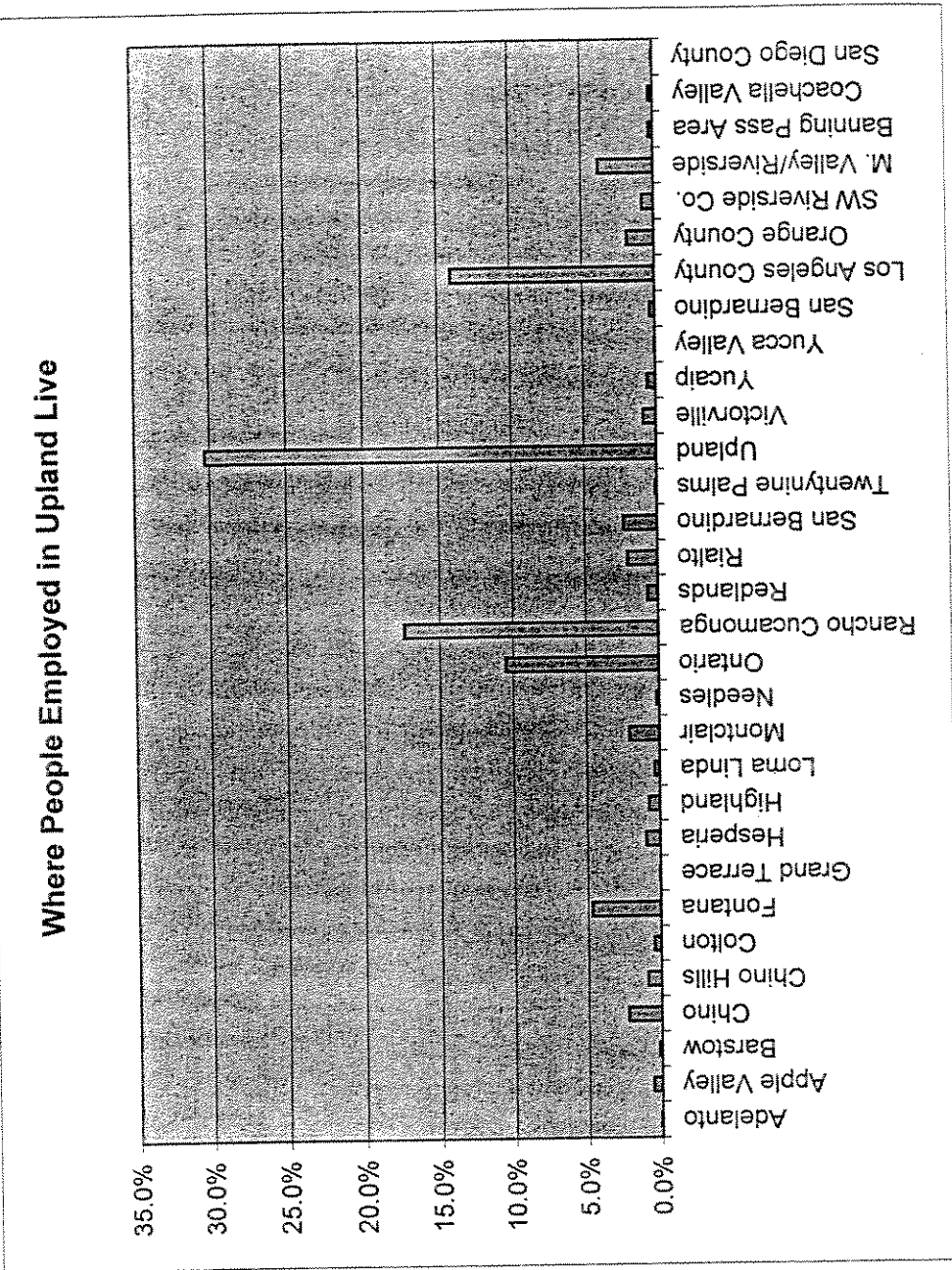
Where Upland Residents Work

Adelanto	25
Apple Valley	50
Barstow	40
Chino	960
Chino Hills	115
Colton	145
Fontana	625
Grand Terrace	15
Hesperia	40
Highland	20
Loma Linda	100
Montclair	1260
Needles	0
Ontario	3470
Rancho Cucamonga	2575
Redlands	125
Rialto	205
San Bernardino	640
Twentynine Palms	20
Upland	6180
Victorville	130
Yucaipa	55
Yucca Valley	0
San Bern. Mtns.	24
LA County	10320
Orange County	1370
SW Riverside Co.	173
M. Valley/Riverside	455
Banning Pass Area	10
Coachella Valley	49
San Diego County	80
Total	29276

Where Upland Residents Work



Where People Employed in Upland Live

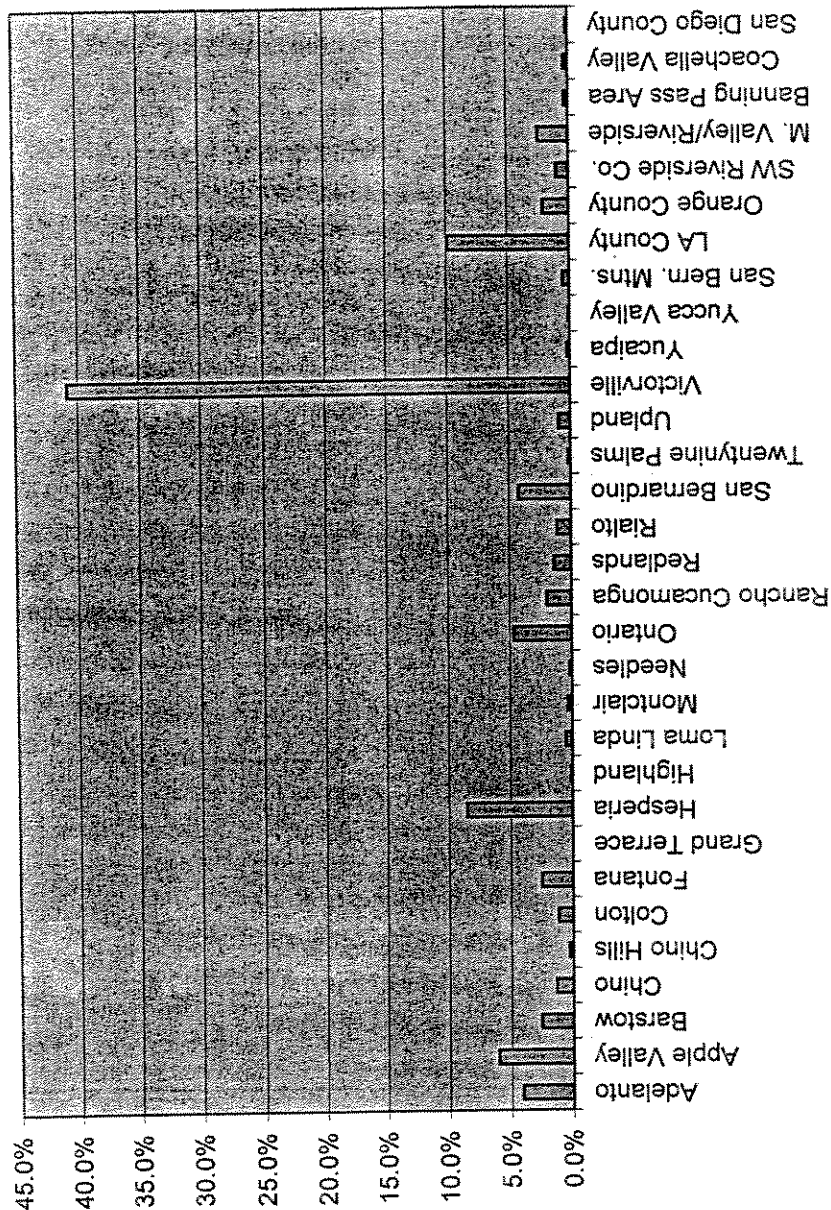


Adelanto	15
Apple Valley	125
Barstow	35
Chino	480
Chino Hills	200
Colton	100
Fontana	1000
Grand Terrace	10
Hesperia	205
Highland	160
Loma Linda	70
Montclair	440
Needles	35
Ontario	2225
Rancho Cucamonga	3675
Redlands	155
Rialto	440
San Bernardino	495
Twentynine Palms	20
Upland	6425
Victorville	190
Yucaip	120
Yucca Valley	10
San Bernardino Mtns	74
Los Angeles County	2981
Orange County	394
SW Riverside Co.	175
M. Valley/Riverside	810
Banning Pass Area	64
Coachella Valley	60
San Diego County	10
Total	21198

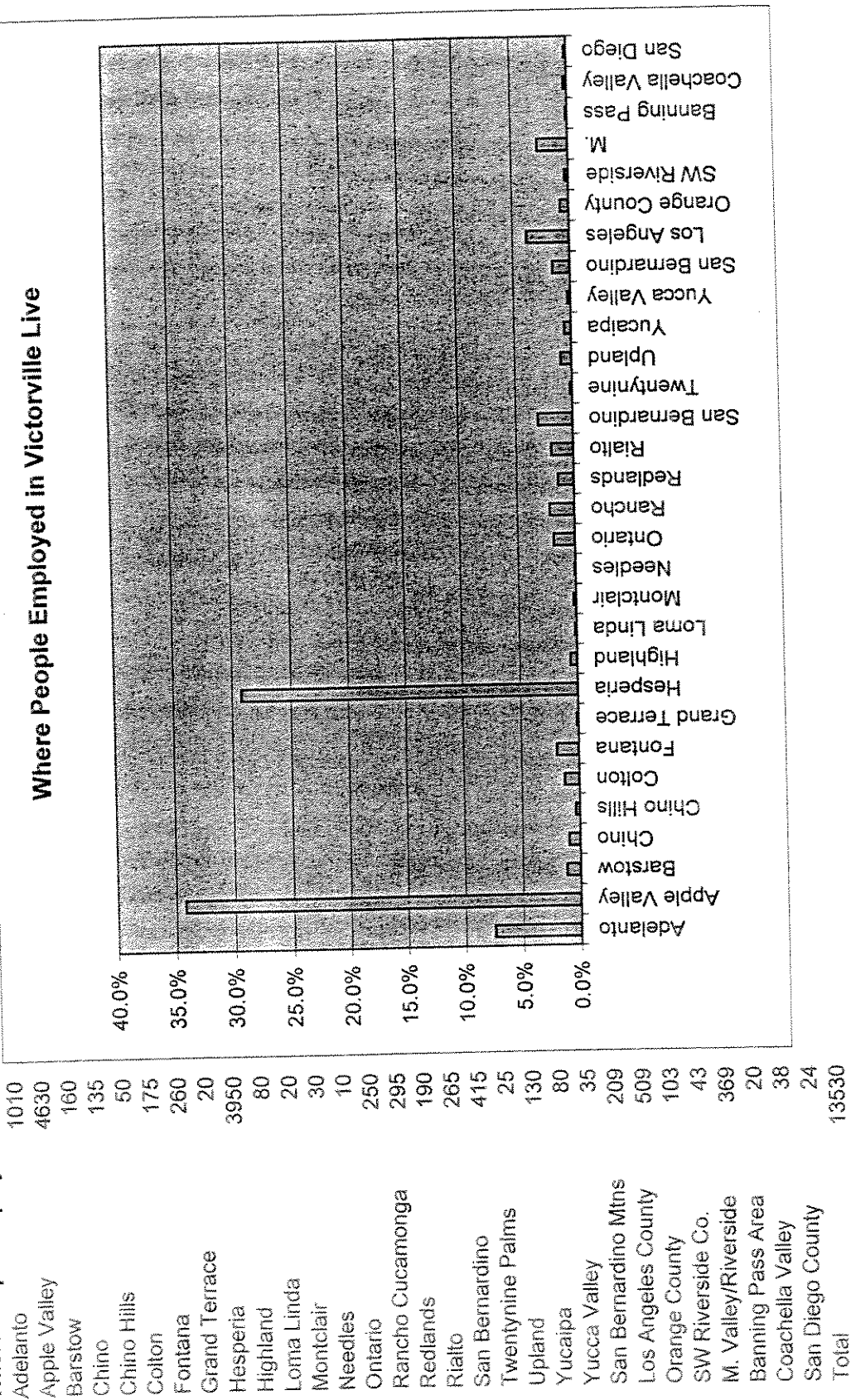
## Where Victorville Residents Work

Adelanto	815
Apple Valley	1205
Barstow	510
Chino	270
Chino Hills	55
Colton	235
Fontana	495
Grand Terrace	0
Hesperia	1705
Highland	20
Loma Linda	100
Montclair	65
Needles	35
Ontario	935
Rancho Cucamonga	395
Redlands	275
Rialto	230
San Bernardino	840
Twentynine Palms	30
Upland	190
Victorville	8125
Yucaipa	35
Yucca Valley	15
San Bern. Mtns.	100
LA County	1972
Orange County	413
SW Riverside Co.	200
M. Valley/Riverside	490
Banning Pass Area	55
Coachella Valley	69
San Diego County	25
Total	19904

## Where Victorville Residents Work



Where People Employed in Victorville Live

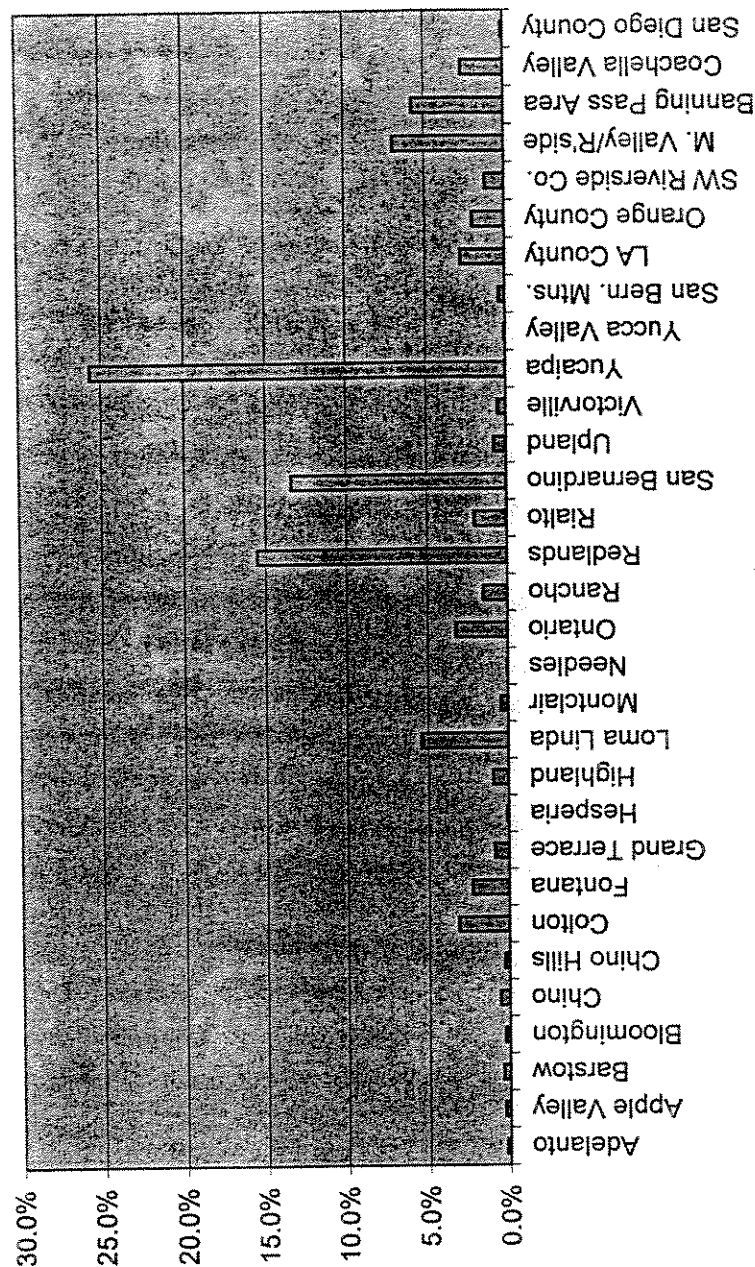




## Where Yucaipa Residents Live

Adelanto	30
Apple Valley	50
Barstow	65
Bloomington	45
Chino	90
Chino Hills	45
Colton	480
Fontana	350
Grand Terrace	135
Hesperia	15
Highland	145
Loma Linda	835
Montclair	70
Needles	10
Ontario	495
Rancho Cucamonga	235
Redlands	2385
Rialto	310
San Bernardino	2065
Upland	120
Victorville	80
Yucaipa	3940
Yuca Valley	15
San Bern. Mtns.	60
LA County	426
Orange County	308
SW Riverside Co.	185
M. Valley/R'side	1069
Banning Pass Area	885
Coachella Valley	409
San Diego County	19
Total	15371

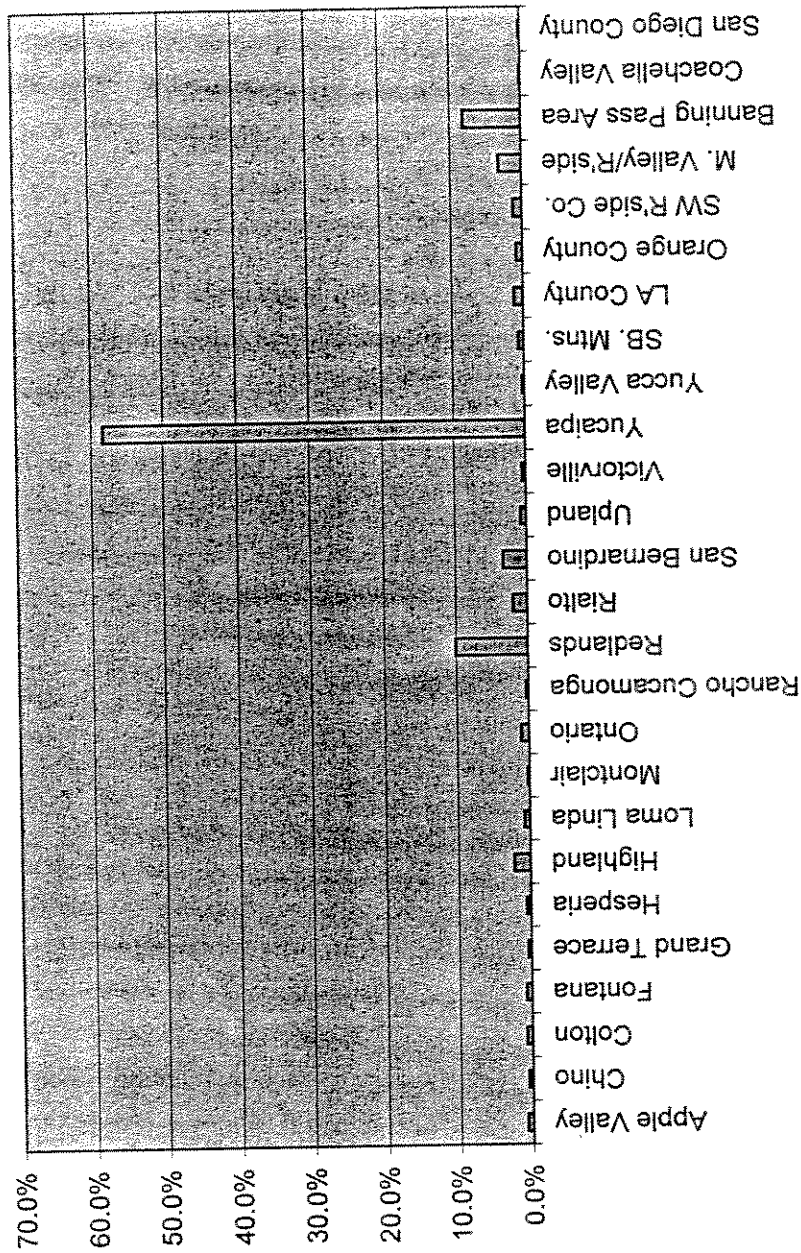
## Where Yucaipa Residents Work

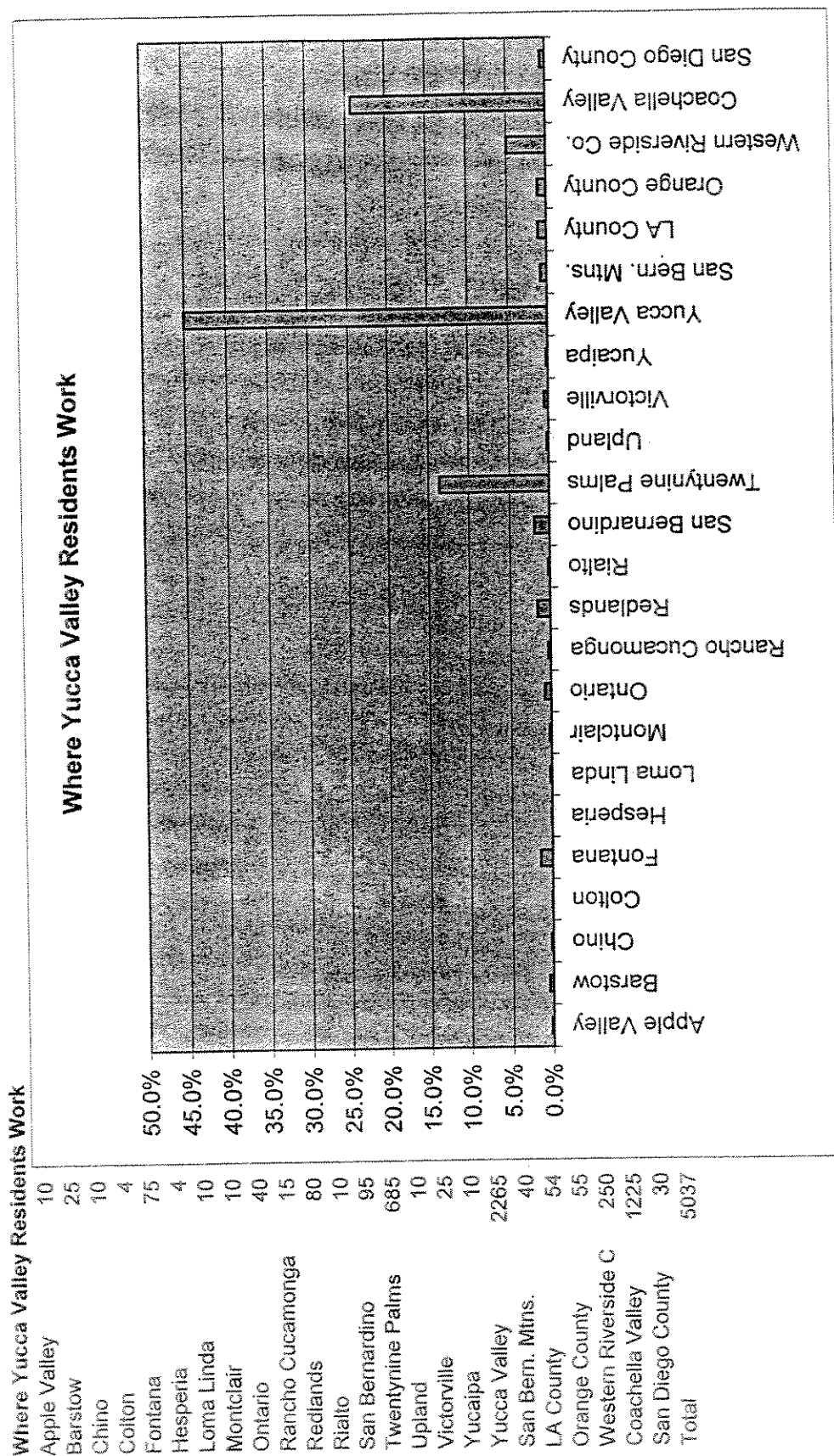


# Where People Employed in Yucaipa Live

Apple Valley	50
Chino	40
Colton	55
Fontana	50
Grand Terrace	30
Hesperia	40
Highland	155
Loma Linda	55
Montclair	15
Ontario	75
Rancho Cucamonga	20
Redlands	680
Rialto	140
San Bernardino	225
Upland	55
Victorville	35
Yucaipa	3940
Yuca Valley	20
SB. Mtns.	50
LA County	91
Orange County	60
SW R'side Co.	89
M. Valley/R'side	219
Banning Pass Area	550
Coachella Valley	10
San Diego County	10
Total	6759

## Where People Employed in Yucaipa Live



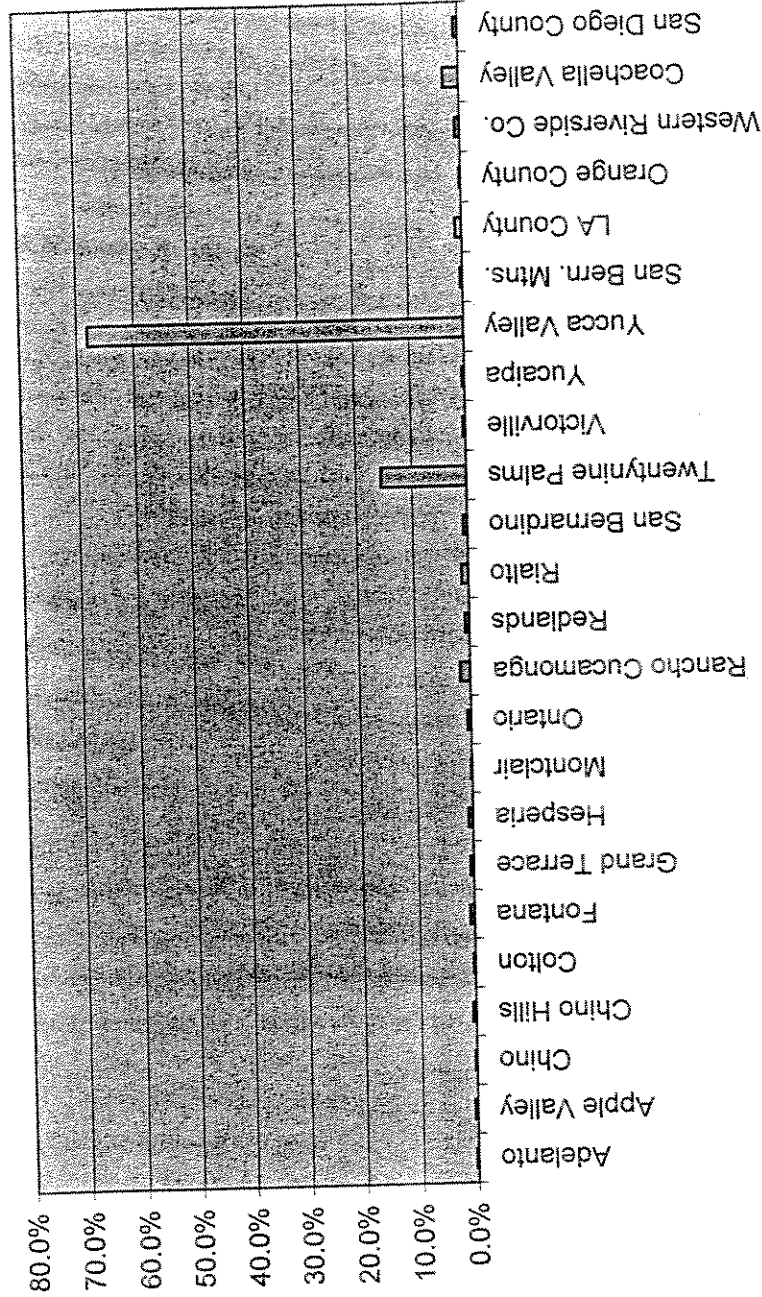




Where People Employed in Yucca Valley Live

Adelanto	10
Apple Valley	15
Chino	10
Chino Hills	20
Colton	10
Fontana	25
Grand Terrace	20
Hesperia	25
Montclair	4
Ontario	20
Rancho Cucamonga	60
Redlands	25
Rialto	40
San Bernardino	25
Twentynine Palms	515
Victorville	15
Yucaipa	15
Yucca Valley	2265
San Bern. Mtns.	14
LA County	38
Orange County	8
Western Riverside Co.	29
Coachella Valley	98
San Diego County	25
Total	3331

Where People Employed in Yucca Valley Live



- 
- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
- 

***Minute Action***

AGENDA ITEM: 10

**Date:** November 1, 2006

**Subject:** Award of Contract No. 06-045 with David Evans and Associates for I-215 5<sup>th</sup> Street Overcrossing Construction Staking services.

**Recommendation:**\* Award of Contract No. 06-045 with David Evans and Associates for I-215 5<sup>th</sup> Street Overcrossing Construction Staking services in the amount of \$1,301,719 as detailed in the Financial Impact Section. TN 83807000

**Background:** **This is a new contract.** In December 2005 the Board authorized the release of a Request of Qualifications (RFQ) for construction staking and surveying services for the Interstate 215 Construction project commencing with the 5<sup>th</sup> Street Bridge Project. SANBAG received four Statements of Qualification (SOQ) in response to the RFQ. The consultants that submitted SOQs included:

- AEI-CASC,
- Associated Engineers,
- David Evans and Associates, and
- RBF Consulting

Utilizing the SANBAG consultant selection process a committee consisting of two Caltrans representatives, one representative from the City of San Bernardino, one representative from the Riverside County Transportation Commission, and one SANBAG representative short-listed to two consultants to be interviewed. The two consultants that interviewed before the selection committee were Associated Engineers and David Evans and Associates. Following interviews and committee deliberations, the selection committee unanimously agreed that David Evans and

\*

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*Approved*  
*Board of Directors*

*Date: November 1, 2006*

*Moved: Second:*

*In Favor:      Opposed:      Abstained:*  
*Witnessed: \_\_\_\_\_*

Associates was most qualified to perform the work and recommends this contract to the Major Projects Committee and the Board of Directors.

The contract cost negotiated with David Evans and Associates is consistent with the work included in the scope of work used for the RFQ. Board members will also recall that in recognition of the size of the potential consultant contracts and the importance of achieving the optimal "good fit" between SANBAG field staff and the construction management team, staff recommended that the contract be structured to allow SANBAG at its option to terminate and re-compete after set milestones, or continue with the same firm through the end of all construction work on the I-215 north of Interstate 10. This contract is consistent with that intent.

***Financial Impact:*** This item is consistent with the SANBAG 2006/07 fiscal year budget. The cost of this contract is \$1,301,719. Funding Source is SANBAG Measure I Valley Major Projects funds. TN 83807000

***Reviewed By:*** This item was reviewed and unanimously recommended for approval by the Major Projects Committee on October 12, 2006. (*Meeting chaired by John Pomierski.*)

***Responsible Staff:*** Darren Kettle, Director of Freeway Construction

**SANBAG Contract No. 06-045**

by and between

San Bernardino County Transportation Authority

and

David Evans and Associates, Inc.

for

Construction Surveying Services for I-215 5th Street Overcrossing

FOR ACCOUNTING PURPOSES ONLY				
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID _____	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment	
Notes:				
Original Contract:      \$ <u>1,183,381</u>		Previous Amendments Total:      \$ _____		
		Previous Amendments Contingency Total:      \$ _____		
Contingency Amount:      \$ <u>118,338</u>		Current Amendment:      \$ _____		
		Current Amendment Contingency:      \$ _____		
Contingency Amount requires specific authorization by Task Manager prior to release.				
				<b>\$ 1,301,719</b>
<b>Contract TOTAL →</b>				
↓ Please include funding allocation for the original contract or the amendment.				
Task	Cost Code	Funding Sources	Grant ID	Amounts
83807000	5553	Meas I Valley Maj Proj	_____	\$ 495,000
83808000	5553	Meas I Valley Maj Proj	_____	\$ 395,000
83809000	5553	Meas I Valley Maj Proj	_____	\$ 275,000
83810000	5553	Meas I Valley Maj Proj	_____	\$ 136,719
Original Board Approved Contract Date: <u>11/01/06</u> Contract Start: <u>11/01/06</u> Contract End: <u>1/1/10</u>				
New Amend. Approval (Board) Date: _____    Amend. Start: _____    Amend. End: _____				
If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:				
Approved Budget Authority →	Fiscal Year: <u>06/07</u> \$ <u>495,000</u>	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ <u>806,719</u>	
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
If yes, which Task includes budget authority? <u>838CZZ07</u>				
If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No				
CONTRACT MANAGEMENT				
Please mark an "X" next to all that apply:				
<input type="checkbox"/> Intergovernmental	<input checked="" type="checkbox"/> Private	<input type="checkbox"/> Non-Local	<input type="checkbox"/> Local	<input type="checkbox"/> Partly Local
Disadvantaged Business Enterprise: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes _____ %				
Task Manager: <b>Darren Kettle</b>			Contract Manager: <b>Andrea Nieto</b>	

      10-5-06  
 Task Manager Signature      Date  
      10/5/06  
 Chief Financial Officer Signature      Date

\_\_\_\_\_  
 Contract Manager Signature      Date

# *Draft*

## Contract 06-045 ATTACHMENT "A"

### SCOPE OF SERVICES FOR CONSTRUCTION SURVEYING

#### I-215 5<sup>th</sup> Street Overcrossing Project and Other Potential Portions of I-215

#### INDEX

A. General Description .....	2
B. Personnel and Performance Requirements.....	5
C. Descriptions of Required Services .....	6
D. Standards.....	9
E. Availability and Work Hours .....	9
F. Equipment and Materials Provided by Consultant.....	10
G. Materials Provided by SANBAG/Caltrans: .....	11
H. Basis for Consultant's Survey .....	11
I. Survey Safety .....	12
J. Monument Markings.....	12
K. Deliverables .....	12
L. Personnel Qualifications and Responsibilities .....	14

#### A. General Description

San Bernardino Associated Governments (SANBAG) requires Construction Surveying services to support construction of the Interstate 215 projects in San Bernardino County. The scope of services is divided into two separate sections. The first section is considered the initial scope of work for this contract, the second section consists of an add-on that may or may not be incorporated into the scope of work for this contract. The disposition of the second section of work will be evaluated and decided upon by SANBAG at a later date.

The first section is known as the I-215 5<sup>th</sup> Street Overcrossing (OC) Project Construction Contract. The Construction Contract includes construction of the 5<sup>th</sup> Street Overcrossing and adjacent roadway work. The project is described in more detail below.

The second section is known as Alternate A, Mainline Contracts. This potential add-on is for Construction Surveying services for Interstate 215 mainline segment project(s). These projects are described in more detail below.

#### SECTION ONE: I-215 5<sup>TH</sup> STREET OVERCROSSING (OC) PROJECT

The Interstate 215 Freeway Project is an existing freeway with mainline and interchange improvements developed by SANBAG in cooperation with the California Department of Transportation (Caltrans - District 8). The route extends through the City of San Bernardino from Interstate 10 through to existing State Route 30, new SR 210. Within the project corridor, the freeway project has been divided into four freeway segments. Within Segment One, an early bridge project is being constructed prior to the mainline segment. This early bridge project and adjacent roadway work is the 5<sup>th</sup> Street OC Project. The 5<sup>th</sup> Street OC Project is the first project to go out to construction. SANBAG is responsible for design and construction of this project. The 5<sup>th</sup> Street OC Project will consist of replacing the existing bridge over the existing freeway and railroad tracks and constructing a new bridge over both freeway and railroad in 2 stages. The new bridge and the roadway approaches will be constructed over an approximately 2 and ½ year period that will potentially overlap with Segment 3 and Segment 1 mainline work.

The total value of construction for this early bridge work is approximately \$23 Million (State and Measure I Funding will be utilized). This project and the mainline contracts below will be constructed under Caltrans Encroachment Permits.

#### SECTION TWO: ALTERNATE A. MAINLINE CONTRACTS

Construction Surveying services for some or all of the Interstate 215 mainline construction contracts is a potential add-on for this contract and constitutes *Alternate A*. These mainline contracts are described in more detail below.

Interstate 215, Segment One Mainline Contract:

- Construction of the Segment 1 Mainline and remaining structures.
  - Segment 1 is approximately 1.9 kilometers (1.1 miles) long. The freeway will consist of four (4) mixed flow lanes and one (1) high occupancy vehicle (HOV) lane in each direction. The limits of this project extend from south of Rialto Avenue to south of Ninth Street within the City of San Bernardino.
  - Construction of a new undercrossing structure at 2<sup>nd</sup> Street and 3<sup>rd</sup> Street along with bridge widenings and ramp bridges, sound walls, drainage improvements, and local street improvements.

Interstate 215, Segment Two Mainline Contract:

- Construction of the I-215 Segment 2 mainline and structures
  - Segment 2 is approximately 2.1 kilometers (1.3 miles) long. The freeway will consist of four (4) mixed flow lanes and one (1) high occupancy vehicle (HOV) lane in each direction. The limits of this project extend from south of Ninth Street to south of Massachusetts Avenue within the City of San Bernardino.
  - Construction of new overcrossing structures at Ninth Street, Baseline, 16<sup>th</sup> Street over the freeway and the adjacent BNSF railroad tracks, and a reconfigured I-215/SR 259 interchange.

Interstate 215, Segment Three Mainline Contract:

- Construction of I-215 Segment 3 mainline and structures
  - Segment 3 is approximately 3.8 kilometers (2.4 miles) long. The freeway will consist of four (4) mixed flow lanes and one (1) high occupancy vehicle (HOV) lane in each direction. The limits of the project extend from Interstate 10 to south of Rialto Avenue within the City of San Bernardino.
  - Construction of a new overcrossing structure at Inland Center Drive and widened structures through the segment. The segment will also include operational and drainage improvements.

Interstate 215, Segment Five Mainline Contract:

- Construction of I-215 Segment 5 mainline and structures
  - Segment 5 is approximately 1.7 kilometers (1.2 miles) long. The freeway will consist of four (4) mixed flow lanes and one (1) high occupancy vehicle (HOV) lane in each direction. The limits of the project extend from south of Massachusetts to the SR 30/I-215 interchange within the City of San Bernardino.
  - Construction of new overcrossing structures at Massachusetts and Highland over the freeway and the adjacent BNSF railroad tracks as well as soundwalls and operational and drainage improvements.

It is anticipated that the mainline projects for Segments 1, 2, 3, and 5 of Interstate 215 will be constructed as described above. The following is the currently anticipated schedule for these segments:

<b>Fifth Street OC:</b> (Design/Construct By SANBAG)	Design complete: RTL: Start Construction: End Construction:	March, 2006 September, 2006 February, 2007 August, 2009
<b>Segment 3:</b> (Design by Caltrans)	Design complete: RTL: Start Construction: End Construction:	April, 2006 November, 2006 April, 2007 April, 2010
<b>Segment 1:</b> (Design by SANBAG)	Design complete: RTL: Start Construction: End Construction:	May, 2007 October, 2007 March, 2008 September, 2011
<b>Segment 2:</b> (Design by SANBAG)	Design complete: RTL: Start Construction: End Construction:	May, 2008 October, 2008 March, 2009 March, 2013
<b>Segment 5:</b> (Design by SANBAG)	Design complete: RTL: Start Construction: End Construction:	March, 2010 July, 2010 January, 2011 January, 2013

These segments will overlap in their construction schedules. The total value of construction for this work is approximately \$425 Million (Combinations of Federal, State and Measure I Funding will be utilized). The 5<sup>th</sup> Street OC project will be constructed under contract to SANBAG. The lead agency for construction contract administration on the mainline segments has yet to be determined.

At a future date, SANBAG's Board will determine whether the Consultant will provide Construction Surveying services for Alternate A which may consist of any or all of the mainline contracts. At SANBAG's sole discretion, the Construction Surveying services of Alternate A may be offered to and negotiated with the Consultant or instead recompeted to find a new consultant team.

The 5<sup>th</sup> Street OC Project and Alternate A, as described by the plans and specifications, shall include construction of roadways, bridges, drainage facilities, retaining walls, and in some cases, sound walls. CONSULTANT will provide qualified personnel to perform a wide variety of Construction Surveying duties as outlined in this scope of services, Caltrans Quality Assurance Program Manual, and the Caltrans Survey Manual. CONSULTANT personnel will be assigned to the construction field office and will provide assistance to and work under the direction of SANBAG Resident Engineers.



The SANBAG Contract Manager for this contract will be:

Mr. Darren Kettle  
Director of Freeway Construction

SANBAG has selected Fluor Daniel as Program Manager for the Measure I Valley Major Projects. This Project is part of that program. As part of the overall SANBAG/Fluor Program Management staff, SANBAG has also designated a Construction Manager and several Segment Managers to coordinate all construction activities. The CONSULTANT shall report to and receive direction from SANBAG through the Contract Manager, or his designees. The SANBAG Construction Manager is responsible for coordination of all SANBAG construction activities and for coordinating the efforts of the total construction team. The SANBAG Segment Managers will be the main contact and primary source of information between SANBAG, Caltrans, cities, outside agencies, supporting consultants and the public for the individual construction projects.

B. Personnel and Performance Requirements

CONSULTANT will furnish a Project Manager to coordinate CONSULTANT operations with Caltrans and SANBAG. The Project Manager will be responsible for all matters related to CONSULTANT personnel and operations. Personnel qualifications and responsibilities are listed in the last section of the Scope of Services.

CONSULTANT will furnish surveying crew(s) to perform construction surveys for the projects. The number of survey crew(s) assigned to the project will vary throughout the duration of the construction contract. It is anticipated that a minimum of one (1) survey crew will be required throughout the construction. Additional crews may be required to provide support for construction activities. CONSULTANT will be notified in advance of a change in project requirements. The duration of assignments could vary from a minimum of a few days to the full term of the project. CONSULTANT personnel will be assigned as needed by the Resident Engineer(s) to meet the schedule of the construction contractor.

It is the intent of SANBAG and Caltrans to maintain a consistency of construction survey quality throughout each phase of the project. Therefore, CONSULTANT is encouraged to provide the same field personnel for the duration of construction. It is important that the Field Party Chief(s) assigned to the project be completely familiar with the survey requirements and the assignments for the project.

Resident Engineers will have the authority to increase, reduce, or eliminate CONSULTANT hours dependent on the schedule and the requirements of the construction contractor. On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT will not provide services unless authorized by the Resident Engineer. When possible, the Resident

Engineer will provide 8 hours advance notice if CONSULTANT services are not required.

Construction surveying will not be performed when conditions such as weather, traffic, and other factors prevent safe and efficient operation.

Resumes of CONSULTANT personnel and certification must be submitted to SANBAG for review. CONSULTANT personnel must be approved by SANBAG prior to assignment to a project. SANBAG and CONSULTANT will have the responsibility of determining the quality and quantity of work performed by CONSULTANT personnel. If, at any time, the level of performance by CONSULTANT personnel is below expectations, SANBAG may release the survey crew member and request that another be assigned (as needed).

If CONSULTANT's survey crew personnel assigned to the project is on a leave of absence, the Project Manager will provide an equally qualified replacement(s) until the original employee(s) returns to work. The replacement will be required to meet all the requirements of the permanently assigned employee.

All personnel will be knowledgeable of, and comply with, all applicable local, Caltrans, and federal regulations; cooperate and consult with SANBAG and Caltrans officials during the course of the contract; and perform other duties as may be required to assure that the construction is being performed in accordance with the project plans and specifications. CONSULTANT's personnel will keep records and document the work as directed by SANBAG's Resident Engineers.

CONSULTANT will assist in obtaining compliance with the labor standards provisions of the projects and the related wage determination decisions of the Secretary of Labor.

CONSULTANT personnel will assist SANBAG, City, and Caltrans in obtaining compliance with the safety and accident prevention provisions of the projects. City and Caltrans will retain jurisdictional control for traffic control.

CONSULTANT will assist SANBAG and/or Caltrans in obtaining compliance with the equal opportunity provisions of the projects.

All services required hereunder will be performed in accordance with Caltrans regulations, policies, procedures, manuals, and standards.

#### C. Descriptions of Required Services

CONSULTANT shall perform construction surveying services, field calculations, and home office calculations to support construction of the projects. CONSULTANT may be requested to review available survey data, construction plans, and right-of-way plans to confirm compatibility and to identify discrepancies prior to and during construction of proposed projects. The Resident Engineer will assign survey work to the

CONSULTANT by issuing a "Request for Survey Services". Requests may include, but not be limited to, the following types of surveys and related services:

#### I. Construction Surveys

CONSULTANT shall assist the Resident Engineer in all phases of construction staking and calculations as needed.

- a. Survey calculations and adjustments shall be performed with established and computed coordinates based on the California Coordinate System.
- b. Cross-section data collection shall be performed by conventional and terrain line interpolation survey methods.
- c. Survey data will include topography, cross-section, and other survey data in computer formats compatible with the Caltrans computer survey and design systems.
- d. Prepare and maintain survey documents. Survey documents include survey field notes, maps, drawings, and other survey documents.
- e. Perform construction staking, including but not limited to:
  - Utility relocations.
  - Clearing limits.
  - Slope staking.
  - Storm drain, sanitary sewer, and irrigation systems.
  - Drainage structures.
  - Curbs, gutters, and sidewalk.
  - Horizontal and vertical control for structures and portions of structures (bents, abutments, wingwalls, etc.).
  - Rough grade.
  - Finish grade.
- f. Monitor for settlement if required.
- g. Global Positioning Satellite (GPS) equipment shall be made available if required by SANBAG.

#### II. Grid Grades

Grid grade data shall provide pavement elevations at the station line, the left edge of pavement, the right edge of pavement, and the right edge of travel way at 25 foot intervals for travel lanes.

### III. Open Ended Traverses and Profile Data Sheets

Separate open-ended traverse calculations and point maps shall depict plan data for station lines, utility lines, wall layout lines, and abutment/bent alignment. Specific information to be shown will be part numbers, coordinates, bearings, and curve data.

Profile data sheets are required for all profiles shown on the plans identifying vertical design elements such as grade, point of intersection (PI) location, beginning of vertical curve (BVC) location, end of vertical curve (EVC) location, and curve length.

### IV. Three Line Profiles

Separate profile plots are required for the left edge of pavement, the right edge of pavement, and the edge of shoulder for all travel lanes.

### V. Right of Way Lines

- a. Existing right of way and easements will be established from Caltrans' record information and existing monumentation.
  - Right of way monumentation shall be renewed and restored in accordance with Section 10.4 of the Caltrans "Survey Manual" and the State of California Land Surveyor's Act.
  - Corner records and records of surveys shall be prepared and filed in accordance with Chapter 10 of the "Caltrans Surveys Manual" and the State of California Land Surveyor's Act.
  - Perpetuate existing monumentation.  
Includes restoring, renewing, referencing, and resetting existing boundary related monumentation. In addition, stake areas where construction disturbs the existing right of way, preparing and filing required maps and records.
- b. New right of way and easements will be established from plans, right of way maps, utility drawings, and Caltrans record information, and existing monumentation.
  - Right of Way Surveys  
Includes research and preparation filing of required maps and records. In addition, locate and set monuments for right of way and easement lines, staking for right of way and easement fences.
  - Final monumentation  
Includes setting of centerline points of control upon completion of construction.

#### VI. Special Design – Data Surveys

Includes drainage, utility, and surveys required for special field studies.

#### VII. Control Survey

Includes project control surveys, aerial mapping control surveys, horizontal and vertical control surveys. In addition control surveys will include restoration, renewal, reference, relocation, and resetting of existing control monumentation. The CONSULTANT will be required to provide horizontal and vertical control at the end of each bridge.

#### VIII. Topographic Surveys

Topographic surveys will normally be compiled by ground survey methods only.

#### D. Standards

All surveys shall be performed in accordance with the current Caltrans "Survey Manual" and its revisions, as well as Caltrans District 8 "Standard Staking Procedures Manual". Work not covered by the manuals shall be performed in accordance with Caltrans direction and accepted professional surveying standards.

Surveys performed by CONSULTANT shall conform to the requirements of the Land Surveyor's Act. In accordance with the Land Surveyor's Act, "responsible charge" for the work shall reside with the Licensed Land Surveyor or a pre-January 1, 1982, Registered Professional Civil Engineer in the State of California.

Unless otherwise specified in the survey request, control surveys shall conform to second order (modified) accuracy standards as specified in the Caltrans "Survey Manual".

Additional standards for specific survey work may be included in the applicable request for survey. Such standards supplement the standards specified herein. If additional standards conflict with the standards specified herein, the "Survey Request's" standard shall govern.

The Resident Engineer and SANBAG shall decide all questions that may arise as to the quality or acceptability of work performed and deliverables furnished under this contract.

#### E. Availability and Work Hours

The typical workday includes all hours worked by SANBAG's construction contractor. The construction contractor's operations may be restricted to specific hours during the week. In such cases, the contractor's hours will become the normal workday for CONSULTANT personnel. On days when work is not performed by the construction contractor (rainy or unsuitable weather days) CONSULTANT will not provide services

unless authorized by the Resident Engineer. When possible, the Resident Engineer will provide eight (8) hours advance notice if CONSULTANT services are not required.

Unless otherwise directed by SANBAG, the normal workweek will consist of forty (40) hours. In some cases, overtime may be required. However, overtime will only be worked when approved by SANBAG. Most construction survey work will be required on an as needed basis as outlined in the "Survey Request".

Once the "Notice to Proceed" is issued, CONSULTANT will immediately begin all construction surveying. Once services begin, CONSULTANT will proceed diligently until all required services have been satisfactorily completed.

Construction surveying will not be performed when conditions (such as weather, traffic, and other factors) prevent safe, efficient operations.

F. Equipment and Materials Provided by Consultant

CONSULTANT and staff shall have adequate equipment and supplies to complete the required survey work. Equipment and supplies shall, include, but not be limited to:

a. Survey vehicles:

Survey vehicles will be suitable to perform the required work in varying terrain and conditions encountered on the project. Vehicles shall be fully equipped with all necessary tools, instruments, supplies, and safety equipment required to perform the work accurately, efficiently, and safely. Vehicles shall be equipped with a flashing yellow beacon light.

b. Data Processing Systems:

Data processing systems shall include hardware and software to:

- Performing survey and staking calculations from the design plans and specifications;
- Reduce survey data collected with conventional and total station survey systems;
- Perform network adjustments for horizontal and vertical control surveys;
- Format survey data to be compatible with the Caltrans computer survey and data system.

c. Drafting equipment and supplies.

d. Digital calculators.

e. Hand tools as appropriate for the requested survey work.

f. Traffic cones (minimum 25). Traffic cones shall be 28 inches in height (minimum).

- g. Traffic control devices as required to perform the requested survey work. Traffic control devices include signs, sign bases, flags, and hand held signs.
- h. Leveling instruments and equipment:
  - Self-leveling level. Precision: standard deviation in one mile of double run leveling 0.005 feet or less.
  - Suitable level rods for the work to be performed.
- i. Distance measuring instruments and equipment:
  - Electronic distance measurer (EDM). Precision: standard deviation 3 mm plus 3 PPM, or less; Range: Minimum one mile under average atmospheric conditions.
  - Prisms, sufficient to perform the required work.
  - Tapes; steel, cloth.
- j. Angle measuring instruments and equipment:
  - Theodolite for non-control surveys; Precision: direct circle reading to three seconds, or equivalent, horizontal and vertical.
  - Targets as required to perform the work.
- k. When required for efficient survey operations, total station survey systems consisting of an electronic angle measuring instrument, EDM, and electronic data collector shall be provided. The angle measuring instruments and EDM shall conform to the requirements for the equipment previously listed.
- l. Radio or cellular communications equipment for communication between field office and field crews.
- m. Caltrans manuals, standards, forms, and other policies and procedures to be followed to perform the required work.

G. Materials Provided by SANBAG/Caltrans:

SANBAG/Caltrans will provide CONSULTANT with the following:

- a. Approved project plans and special provisions for the project.
- b. Magnetic SANBAG logos to be affixed to CONSULTANT vehicles.

H. Basis for Consultant's Survey

SANBAG will designate the existing horizontal and vertical control monuments that are the basis of CONSULTANT performed surveys. SANBAG will provide the California Coordinate System values and/or elevation values for these monuments. CONSULTANT shall adjust CONSULTANT performed surveys to be the designated control monuments and the values.

I. Survey Safety

In addition to the requirements specified elsewhere in this contract, the following shall apply:

- a. CONSULTANT will conform to the safety provisions of the Caltrans "Construction Manual".
- b. CONSULTANT personnel shall wear proper Personal Protective Equipment (PPE) at all times while working in the field. Minimum PPE for the project is as follows:
  - Hard hat with proper suspension.
  - Orange vest with reflective tape.
  - Sleeved shirt.
  - Long pants.
  - Leather boots with ankle support and rubber soles.
- c. CONSULTANT will provide appropriate safety training for all CONSULTANT personnel. Training should include information on safety when working on or near highways.
- d. All safety equipment shall be provided by CONSULTANT.

J. Monument Markings

Monuments established by CONSULTANT shall be marked by CONSULTANT with Caltrans furnished disks, plugs, tags. In addition, CONSULTANT shall identify CONSULTANT established monuments by tagging or stamping the monuments with the license or registration number of CONSULTANT'S surveyor who is in "responsible charge" of the work.

K. Deliverables

Unless otherwise specified in the survey request, the deliverables shall conform to the following:

- a. Survey points, lines, and monuments shall be established, marked, identified, and referenced as required by survey request and requirements herein.
- b. Survey notes, drawings, calculations, and other survey documents and information shall be completed as required by the survey request and the requirements herein.
- c. All original survey documents resulting from this contract, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to the Resident Engineer and shall become the property of SANBAG. A copy of all survey documents furnished by SANBAG shall be retained by CONSULTANT for future reference.



When the survey is performed with a total station survey system, the original field notes shall be a hard copy in a readable format of the data (observations) as originally collected and submitted by the survey party. The hard copy shall be signed by the Party Chief. If the Party Chief is not licensed, the person in "responsible charge" will be required to sign.

d. Deliverables to the Resident Engineer shall follow the format specified below:

- Horizontal Control
- Alpha numeric hard copy point listing with adjusted California Coordinate System northing and eastings and the appropriate descriptions.
- Vertical Control
- Alpha numeric hard copy benchmark listing with adjusted elevations compatible with the design datum.
- Topography
- Alpha numeric hard copy listing, hard copy drawing, and computer aided drawing and design (CADD) digital drawing. The CADD drawing shall be provided on magnetic tape or disks in Intergraph IGDS version 8.8 format. Tapes and disks shall be compatible with Caltrans computer system. Topography symbology shall conform to the Caltrans "Drafting and Plan Manual".

- Cross – Section Data

Data collection method used to collect cross-section data and the coding (feature description) of terrain data for cross-sections shall conform to the survey request requirements. Deliverables shall depend on the data collection method as follows:

1. Conventional Cross – Sections (each cross – section):

For each cross - section and alpha numeric listing, a hard copy drawing, and a computer formatted file compatible with the Caltrans computer system. Computer formatted cross – sections shall be provided on magnetic tapes or disks compatible with the Caltrans computer system.

2. Terrain Line Interpolation Cross – Section Data (each terrain line interpolation survey):

Terrain line interpolation cross – sections shall include an alpha numeric listing, a hard copy plan view drawing of the terrain lines, and a computer input file. The computer input file shall be provided on magnetic tape or disks and shall be in a format compatible with the Caltrans Terrain Line Interpolation computer program.

e. Data Collector Data

If specified in the survey request, the raw data from the data collector shall be provided in a format conforming to the survey request requirements

f. Other

As specified in the survey request.

L. Personnel Qualifications and Responsibilities

CONSULTANT personnel shall be capable of performing the types of surveying work described above in "Description of Required Services" with minimal instruction.

a. Project Manager

Minimum qualifications for the position of Project Manager shall be as follows:

- Four (4) years project management experience on similar highway construction projects.
- Licensed Surveyor or pre-January 1, 1982, Registered Professional Engineer in the State of California.
- Ability to use typical computer programs for word processing and spreadsheets.
- Accessible to the Resident Engineer and SANBAG at all times during normal working hours as specified in this Scope of Services.

Under the direction of the Resident Engineer and SANBAG the project manager will be responsible for:

- Review, monitor, train, and provide general direction for CONSULTANT survey personnel.
- Assign personnel to projects on an as-needed basis.
- Administer personal leave, subject to approval of the Resident Engineer.
- Prepare monthly reports for delivery to the SANBAG project manager.

b. Field Party Chiefs

- Minimum qualifications for the position of Party Chief shall meet at least one of the following licensing requirements:

1. A licensed Land Surveyor in the State of California.
2. A pre-January 1, 1982, Registered Professional Civil Engineer in the State of California
3. An experienced surveyor who serves as chief under the direction or supervision of a person who is a licensed Land Surveyor or pre-January 1, 1982, Registered Professional Civil Engineer in the State of California. The direction or supervision shall place the supervisor in "responsible charge" of the work. "Responsible Charge" is defined in Chapter 15 of the Business and Professions Code (the Land Surveyor's Act) and Title 16, Chapter 5, of the California Administrative Code (regulations adopted by the Board of Registration for Professional Engineers and Land Surveyors).

- Two (2) years survey experience on similar highway construction projects.
- Thorough knowledge of construction survey practices and the ability to read and interpret plans and specifications.

- Ability to make effective decisions concerning field problems and work in progress.
- Familiarity with typical coordinate geometry computer programs.
- Familiarity with safety requirements for surveying near traffic.

Under the direction of the Resident Engineer, the Party Chiefs will assume the following responsibilities:

- Perform construction staking services for highway construction.
- Administer day to day activities for the survey party.
- Perform analytical survey calculations for items such as grading, horizontal and vertical control, right of way, and minor in-field design.
- Maintain continuous communication with the Resident Engineer, field personnel, and construction administration staff.

#### c. Survey Crews

Minimum qualifications for survey crew members shall be as follows:

- One (1) year survey experience on similar highway construction projects.
- Fundamental knowledge of construction survey practices and the ability to read and interpret plans and specifications.
- Ability to assist Party Chiefs and office personnel in all required surveying work.
- One survey crew member must have the ability to assume temporary leadership of the survey party in the absence of the Party Chief.

Under the direction of the Resident Engineer and the Party Chief, the survey crew members will assume the following responsibilities:

- Perform basic calculations to support highway construction staking.
- Maintain continuous communication with Party Chiefs and office personnel.

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

### *Minute Action*

AGENDA ITEM: 11

**Date:** November 1, 2006

**Subject:** Award of Contract No. 06-044 with Ninyo & Moore for I-215 5<sup>th</sup> Street Overcrossing Materials Testing services.

**Recommendation:\*** Approve Contract No. 06-044 with Ninyo & Moore for I-215 5<sup>th</sup> Street Overcrossing Materials Testing services in the amount of \$467,500 as detailed in the Financial Impact Section. TN 83807000

**Background:** **This is a new contract.** In December 2005 the Board authorized the release of a Request of Qualifications (RFQ) for Materials Testing services for the Interstate 215 Construction project commencing with the 5<sup>th</sup> Street Bridge Project. SANBAG received six Statements of Qualification (SOQ) in response to the RFQ. The consultants that submitted SOQs included:

- AMEC Earth & Environmental
- Khoury Engineering & Testing
- Leighton Consulting
- Ninyo & Moore/CHJ
- RMA Group
- Sequoia/Signet

Utilizing the SANBAG consultant selection process a committee consisting of two Caltrans representatives, one representative from the City of San Bernardino, one representative from the Riverside County Transportation Commission, and one SANBAG representative short-listed to three consultants to be interviewed. The three consultants that interviewed before the selection committee were Ninyo & Moore, RMA

\*

*Approved  
Board of Directors*

*Date: November 1, 2006*

*Moved: Second:*

*In Favor:      Opposed:      Abstained:*  
*Witnessed: \_\_\_\_\_*

Group, and Sequoia/Signet. Following interviews and committee deliberations, the selection committee unanimously agreed that Ninyo & Moore was most qualified to perform the work and recommends this contract to the Major Projects Committee and the Board of Directors.

The contract cost negotiated with Ninyo & Moore is consistent with the work included in the scope of work used for the RFQ. Board members will also recall that in recognition of the size of the potential consultant contracts and the importance of achieving the optimal "good fit" between SANBAG field staff and the construction management team, staff recommended that the contract be structured to allow SANBAG at its option to terminate and re-compete after set milestones, or continue with the same firm through the end of all construction work on the I-215 north of Interstate 10. This contract is consistent with that intent.

***Financial Impact:*** This item is consistent with the SANBAG 2006/07 fiscal year budget. The cost of this contract is \$467,500. Funding Source is SANBAG Measure I Valley Major Projects funds. TN 83807000

***Reviewed By:*** This item was reviewed and unanimously recommended for approval by the Major Projects Committee on October 12, 2006. (*Meeting chaired by John Pomierski.*)

***Responsible Staff:*** Darren Kettle, Director of Freeway Construction

**SANBAG Contract No. 06-044**

by and between

San Bernardino County Transportation Authority

and

Ninyo & Moore

for

Materials Testing Services for I-215 5th Street Overcrossing

**FOR ACCOUNTING PURPOSES ONLY**

<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID _____	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment
Notes:			
Original Contract:      \$ <u>425,000</u>		Previous Amendments Total:      \$ _____	
Contingency Amount:      \$ <u>42,500</u>		Previous Amendments Contingency Total:      \$ _____	
		Current Amendment:      \$ _____	
		Current Amendment Contingency:      \$ _____	
Contingency Amount requires specific authorization by Task Manager prior to release.			
			<b>\$ <u>467,500</u></b>
<b>Contract TOTAL →</b>			

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
<u>83807000</u>	<u>5553</u>	<u>Meas I Valley Maj Proj</u>	_____	<u>\$ 180,000</u>
<u>83808000</u>	<u>5553</u>	<u>Meas I Valley Maj Proj</u>	_____	<u>\$ 130,000</u>
<u>83809000</u>	<u>5553</u>	<u>Meas I Valley Maj Proj</u>	_____	<u>\$ 90,000</u>
<u>83810000</u>	<u>5553</u>	<u>Meas I Valley Maj Proj</u>	_____	<u>\$ 67,500</u>

Original Board Approved Contract Date: <u>11/01/06</u>	Contract Start: <u>11/01/06</u>	Contract End: <u>1/1/10</u>
New Amend. Approval (Board) Date: _____	Amend. Start: _____	Amend. End: _____

**If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:**

Approved Budget Authority →	Fiscal Year: <u>06/07</u> \$ <u>180,000</u>	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ <u>287,500</u>
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is this consistent with the adopted budget?    ☒ Yes    ☐ No

If yes, which Task includes budget authority? 838CZZ07

If no, has the budget amendment been submitted? ☐ Yes ☐ No

**CONTRACT MANAGEMENT**

**Please mark an "X" next to all that apply:**

☐ Intergovernmental    ☒ Private    ☐ Non-Local    ☐ Local    ☐ Partly Local

Disadvantaged Business Enterprise: ☒ No    ☐ Yes \_\_\_\_\_ %

Task Manager: Darren Kettle

Contract Manager: Andrea Nieto

[Signature]  
Task Manager Signature

10-5-06  
Date

\_\_\_\_\_  
Contract Manager Signature

\_\_\_\_\_  
Date

[Signature]  
Chief Financial Officer Signature

10/5/06  
Date

# Contract 06-044 ATTACHMENT “A”

## SCOPE OF SERVICES FOR MATERIAL TESTING

### I-215 5<sup>th</sup> Street Overcrossing Project and Other Potential Portions of I-215

#### INDEX

A. General Description .....	2
B. Personnel and Performance Requirements.....	5
C. Description of Required Services.....	6
D. Standards.....	7
E. Availability and Work Hours .....	7
F. Equipment and Materials to be Provided by CONSULTANT.....	8
G. Materials to be Provided by SANBAG/Caltrans.....	8
H. Construction Site Safety.....	8
I. Deliverables .....	9
J. Personnel Qualifications and Responsibilities .....	9

A. General Description

San Bernardino Associated Governments (SANBAG) requires material testing services to support construction of the Interstate 215 projects in San Bernardino County. The scope of services is divided into two separate sections. The first section is considered the initial scope of work for this contract, the second section consists of an add-on that may or may not be incorporated into the scope of work for this contract. The disposition of the second section of work will be evaluated and decided upon by SANBAG at a later date.

The first section is known as the I-215 5<sup>th</sup> Street Overcrossing (OC) Project Construction Contract. The Construction Contract includes construction of the 5<sup>th</sup> Street Overcrossing and adjacent roadway work. The project is described in more detail below.

The second section is known as Alternate A, Mainline Contracts. This potential add-on is for Material Testing services for Interstate 215 mainline segment project(s). These projects are described in more detail below.

SECTION ONE: I-215 5<sup>TH</sup> STREET OVERCROSSING (OC) PROJECT

The Interstate 215 Freeway Project is an existing freeway with mainline and interchange improvements developed by SANBAG in cooperation with the California Department of Transportation (Caltrans - District 8). The route extends through the City of San Bernardino from Interstate 10 through to existing State Route 30, new SR 210. Within the project corridor, the freeway project has been divided into four freeway segments. Within Segment One, an early bridge project is being constructed prior to the mainline segment. This early bridge project and adjacent roadway work is the 5<sup>th</sup> Street OC Project. The 5<sup>th</sup> Street OC Project is the first project to go out to construction. SANBAG is responsible for design and construction of this project. The 5<sup>th</sup> Street OC Project will consist of replacing the existing bridge over the existing freeway and railroad tracks and constructing a new bridge over both freeway and railroad in 2 stages. The new bridge and the roadway approaches will be constructed over an approximately 2 and ½ year period that will potentially overlap with Segment 3 and Segment 1 mainline work.

The total value of construction for this early bridge work is approximately \$23 Million (State and Measure I Funding will be utilized). This project and the mainline contracts below will be constructed under Caltrans Encroachment Permits.

SECTION TWO: ALTERNATE A, MAINLINE CONTRACTS

Materials testing services for some or all of the Interstate 215 mainline construction contracts is a potential add-on for this contract and constitutes *Alternate A*. These mainline contracts are described in more detail below.



Interstate 215, Segment One Mainline Contract:

- Construction of the Segment 1 Mainline and remaining structures.
  - Segment 1 is approximately 1.9 kilometers (1.1 miles) long. The freeway will consist of four (4) mixed flow lanes and one (1) high occupancy vehicle (HOV) lane in each direction. The limits of this project extend from south of Rialto Avenue to south of Ninth Street within the City of San Bernardino.
  - Construction of a new undercrossing structure at 2<sup>nd</sup> Street and 3<sup>rd</sup> Street along with bridge widenings and ramp bridges, sound walls, drainage improvements, and local street improvements.

Interstate 215, Segment Two Mainline Contract:

- Construction of the I-215 Segment 2 mainline and structures
  - Segment 2 is approximately 2.1 kilometers (1.3 miles) long. The freeway will consist of four (4) mixed flow lanes and one (1) high occupancy vehicle (HOV) lane in each direction. The limits of this project extend from south of Ninth Street to south of Massachusetts Avenue within the City of San Bernardino.
  - Construction of new overcrossing structures at Ninth Street, Baseline, 16<sup>th</sup> Street over the freeway and the adjacent BNSF railroad tracks, and a reconfigured I-215/SR 259 interchange.

Interstate 215, Segment Three Mainline Contract:

- Construction of I-215 Segment 3 mainline and structures
  - Segment 3 is approximately 3.8 kilometers (2.4 miles) long. The freeway will consist of four (4) mixed flow lanes and one (1) high occupancy vehicle (HOV) lane in each direction. The limits of the project extend from Interstate 10 to south of Rialto Avenue within the City of San Bernardino.
  - Construction of a new overcrossing structure at Inland Center Drive and widened structures through the segment. The segment will also include operational and drainage improvements.

Interstate 215, Segment Five Mainline Contract:

- Construction of I-215 Segment 5 mainline and structures
  - Segment 5 is approximately 1.7 kilometers (1.2 miles) long. The freeway will consist of four (4) mixed flow lanes and one (1) high occupancy vehicle (HOV) lane in each direction. The limits of the project extend from south of Massachusetts to the SR 30/I-215 interchange within the City of San Bernardino.
  - Construction of new overcrossing structures at Massachusetts and Highland over the freeway and the adjacent BNSF railroad tracks as well as soundwalls and operational and drainage improvements.

It is anticipated that the mainline projects for Segments 1, 2, 3, and 5 of Interstate 215 will be constructed as described above. The following is the currently anticipated schedule for these segments:

<b>Fifth Street OC:</b> (Design/Construct By SANBAG)	Design complete: RTL: Start Construction: End Construction:	March, 2006 September, 2006 February, 2007 August, 2009
<b>Segment 3:</b> (Design by Caltrans)	Design complete: RTL: Start Construction: End Construction:	April, 2006 November, 2006 April, 2007 April, 2010
<b>Segment 1:</b> (Design by SANBAG)	Design complete: RTL: Start Construction: End Construction:	May, 2007 October, 2007 March, 2008 September, 2011
<b>Segment 2:</b> (Design by SANBAG)	Design complete: RTL: Start Construction: End Construction:	May, 2008 October, 2008 March, 2009 March, 2013
<b>Segment 5:</b> (Design by SANBAG)	Design complete: RTL: Start Construction: End Construction:	March, 2010 July, 2010 January, 2011 January, 2013

These segments will overlap in their construction schedules. The total value of construction for this work is approximately \$425 Million (Combinations of Federal, State and Measure I Funding will be utilized). The 5<sup>th</sup> Street OC project will be constructed under contract to SANBAG. The lead agency for construction contract administration on the mainline segments has yet to be determined.

At a future date, SANBAG's Board will determine whether the Consultant will provide materials testing services for Alternate A which may consist of any or all of the mainline contracts. At SANBAG's sole discretion, the materials testing services of Alternate A may be offered to and negotiated with the Consultant or instead recompeted to find a new consultant team.

The 5<sup>th</sup> Street OC Project and Alternate A, as described by the plans and specifications, shall include construction of roadways, bridges, drainage facilities, retaining walls, and in some cases, sound walls. CONSULTANT will provide qualified personnel to perform a wide variety of material testing duties as outlined in this scope of services, Caltrans Quality Assurance Program Manual, and the Caltrans Manual of Test. CONSULTANT personnel will be assigned to the construction field office and will provide assistance to and work under the direction of SANBAG Resident Engineers.

The SANBAG Contract Manager for this contract will be:

Mr. Darren Kettle  
Director of Freeway Construction

SANBAG has selected Fluor Daniel as Program Manager for the Measure I Valley Major Projects. This Project is part of that program. As part of the overall SANBAG/Fluor Program Management staff, SANBAG has also designated a Construction Manager and several Segment Managers to coordinate all construction activities. The CONSULTANT shall report to and receive direction from SANBAG through the Contract Manager, or his designees. The SANBAG Construction Manager is responsible for coordination of all SANBAG construction activities and for coordinating the efforts of the total construction team. The SANBAG Segment Managers will be the main contact and primary source of information between SANBAG, Caltrans, cities, outside agencies, supporting consultants and the public for the individual construction projects.

B. Personnel and Performance Requirements

The number of field testing personnel assigned to the project will vary throughout the duration of the construction contract. CONSULTANT personnel will be assigned as needed by the Resident Engineers to meet the schedule of the construction contractor.

It is anticipated that at least one field technician will be required throughout the construction contract period. At times, additional technicians may be required to provide support for on-going construction activities. CONSULTANT will be notified sufficiently in advance of changed project requirements. The duration of assignments could vary from a minimum of a few days to the full term of the project. CONSULTANT personnel will be available within one (1) day of written notification by SANBAG.

It is the intent of SANBAG and Caltrans to maintain a consistency of material testing quality throughout each phase of the project. CONSULTANT is therefore encouraged to provide, where ever and whenever possible, the same field personnel for the duration of construction. It is also important that the senior technician(s) assigned to the project become and be completely familiar with the prior testing requirements and assignments for the entire project.

Resident Engineers will have the authority to increase, reduce, or eliminate CONSULTANT's hours dependent on the schedule and requirements of the construction contractor. On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT will not provide services unless authorized by the Resident Engineer. When possible, the Resident Engineer will provide 8 hours advance notice if CONSULTANT services are not required.

CONSULTANT will also furnish a Project Manager to coordinate CONSULTANT's operations with Caltrans and SANBAG. The Project Manager will be responsible for all matters related to the CONSULTANT's personnel and operations. Personnel qualifications and responsibilities are listed in the last section of the Scope of Services.

Resumes of personnel must be submitted to SANBAG for review and approval prior to assignment to a project. SANBAG and CONSULTANT will have the responsibility of determining the quality and quantity of work performed by CONSULTANT's personnel. If, at any time, the level of performance is below expectations, SANBAG may release a field person and request that another be assigned as needed.

If a member of CONSULTANT's personnel is on a leave of absence, CONSULTANT's project manager will provide an equally qualified replacement employee until the original member returns to work. The replacement employee will meet all the requirements of a permanently assigned employee.

All personnel will be knowledgeable of, and comply with, all applicable local, Caltrans, and federal regulations; cooperate and consult with SANBAG and Caltrans officials during the course of the contract; and perform other duties as may be required to assure that the construction is being performed in accordance with the project plans and specifications. CONSULTANT's personnel will keep records and document the work as directed by SANBAG's Resident Engineers.

CONSULTANT will assist in obtaining compliance with the labor standards provisions of the projects and the related wage determination decisions of the Secretary of Labor.

CONSULTANT personnel will assist SANBAG, City, and Caltrans in obtaining compliance with the safety and accident prevention provisions of the projects. City and Caltrans will retain jurisdictional control for traffic control.

CONSULTANT will assist SANBAG and/or Caltrans in obtaining compliance with the equal opportunity provisions of the projects.

All services required hereunder will be performed in accordance with Caltrans regulations, policies, procedures, manuals, and standards.

#### C. Description of Required Services

CONSULTANT will provide experienced personnel, equipment, and facilities to perform various construction materials sampling and testing. Laboratory and field materials testing will be used to insure that structure and roadway construction work conforms to California State Department of Transportation (Caltrans) standards, specifications, and special provisions for material quality and workmanship.

All field and laboratory testing is to be performed in accordance with California Test Methods as specified in the Caltrans "Manual of Test".

CONSULTANT will be responsible for the accuracy and completeness of all test data compilation and results. Project files and records shall be organized in accordance with applicable Caltrans and Federal policies and practices. In addition, the files and records must be organized in such a manner so as to ensure that adequate tracking of failing tests and related subsequent re-tests are cross referenced and tracked.

D. Standards

Construction inspection, materials sampling and testing, and contract administration will be in accordance with the current Caltrans Construction Manual and its revisions, the Bridge Construction Records and Procedures Manual, the Manual of Test (3 volumes), Caltrans Quality Assurance Program Manual the Caltrans Standard Specifications and Standard Plans, and the project plans and special provisions.

Caltrans quality assurance testers may periodically review field testing and sampling in progress by CONSULTANT personnel at project sites and laboratories. SANBAG will decide all questions which may arise as to the quality or acceptability of deliverables furnished and work performed for this contract. Any CONSULTANT employee who does not perform adequately will be replaced if directed by the SANBAG Construction Manager.

E. Availability and Work Hours

The typical workday includes all hours worked by SANBAG's construction contractor. The construction contractor's operations may be restricted to specific hours during the week, which will become the normal workday for CONSULTANT's personnel. On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT services will not be provided unless authorized by the SANBAG Resident Engineer. When possible, the Resident Engineer will provide 8 hours advance notice if consultant services are not required.

Unless otherwise directed by SANBAG, the normal work week will consist of 40 hours. From time to time, overtime may be required. However, overtime will be worked only when directed in writing by SANBAG.

Once the notice to proceed has been issued, CONSULTANT will immediately begin all material testing. Once services begin, the CONSULTANT will proceed diligently until all required services have been satisfactorily completed.

Material testing will not be performed when conditions (such as weather, traffic, and other factors) prevent safe, efficient operations.

F. Equipment and Materials to be provided by CONSULTANT

CONSULTANT and its staff will be fully equipped at all times to perform the services required, including but not limited to the following:

1. An on-site mobile laboratory or laboratory in close proximity to the project will be required. The type and location of the lab should be such that it can meet the needs of the project in an efficient, time effective manner. The type and location of the lab should be such that it can meet the needs of the project in an efficient, time effective manner. The laboratory is to be fully staffed, equipped, and supplied to conduct all required soils, materials, and concrete breaking tests in a timely manner.
2. CONSULTANT's personnel will be provided with radio or cellular communications equipment for communication between field office and field crews. CONSULTANT vehicles will have flashing lights, visible from the rear, with a driver control switch. Vans without side windows will not be used. SANBAG furnished magnetic logos will be affixed to each side of the vehicle at all times the vehicle is being used for the work under this contract.  
  
Each vehicle is to be fully contained with all necessary equipment and supplies necessary to perform the field sampling and tests required.
3. Field personnel will be provided with all necessary safety equipment to permit work to be performed safely and efficiently within operating highway and construction zone environments.
4. All equipment to be calibrated as per Section 3-10 and 3-11 of Caltrans' Quality Assurance Program Manual.

G. Materials to be Provided by SANBAG/Caltrans

SANBAG/Caltrans will provide the CONSULTANT with the following:

1. Approved project plans and special provisions for the project.
2. Magnetic SANBAG logos to be affixed to CONSULTANT vehicles.

H. Construction Site Safety

In addition to the requirements specified elsewhere in this contract, the following also will apply.

1. CONSULTANT will conform to the safety provisions of the Caltrans Construction Manual.

2. CONSULTANT's field personnel will wear white hard hats, orange vests and rubber soled shoes at all times while working in the field.
3. CONSULTANT will provide appropriate safety training for all CONSULTANT's personnel, including work on and near highways.
4. All safety equipment will be provided by CONSULTANT.

I. Deliverables

All material test results will be provided in accordance with the Caltrans Standard Specifications and Special Provisions, and the Caltrans "Manual of Test". Failing tests will be immediately reported to the SANBAG Resident Engineer or Structures Representative.

All test results will be recorded on the appropriate forms as prescribed in the Caltrans "Manual of Test". The test documents will be legible and show the identity of the tester where appropriate. A notebook containing all results will be kept per Caltrans requirements.

J. Personnel Qualifications and Responsibilities

CONSULTANT's personnel will be capable of performing the types of material testing services described above in "Description of Required Services" with minimal instructions.

1. Project Manager

- a. Four years project management experience on a similar highway/bridge construction project.
- b. Licensed civil engineer in the State of California.
- c. Ability to use typical computer programs including word processing and spreadsheets.
- d. Accessible to SANBAG at all times during normal working hours.

Under the direction of SANBAG, the project manager will assume the following functional responsibilities:

- a. Review, monitor, train, and provide general direction for CONSULTANT's laboratory and field personnel.
- b. Assign personnel to projects on an as-needed basis in coordination with SANBAG's Resident Engineer.
- c. Administer personal leave, subject to approval of SANBAG's Resident Engineer.
- d. Prepare monthly reports for delivery to the SANBAG project manager.

- e. Provide direction, administration, and responsibility for Materials Certification per Caltrans Construction Manual, Section 8-01.

Material testing personnel will be certified by a California Registered Civil Engineer as being experienced and competent in the test procedures required for the work involved (and possess a current certificate of proficiency (Form MR-0111) in accordance with Quality Assurance Program Manual (Section 3-5). Independent certification of Caltrans personnel, equipment, and test procedures may be performed by Caltrans at the discretion of the SANBAG Construction Manager.

## 2. Materials Technicians

CONSULTANT personnel provided under this contract will have a variety of skills and experience appropriate for the level of tasks to be assigned. Field personnel will have a minimum of two years experience in conducting material sampling and testing of the type required for the projects involved and will possess the following additional capabilities:

- a. Have the ability to establish specific locations for appropriate tests when construction contract administration personnel are not available.
- b. Be familiar with construction practices and be fully aware of construction activities at the project site.
- c. Have knowledge of and comply with safety and health regulations and requirements applicable to the project.

Specific qualifications for technicians are as follows:

### CONSTRUCTION TECHNICIAN I

Performs a variety of semi-skilled activities.

*Examples of duties assigned to this classification are:*

- Conducting quality control tests such as soil densities, sieve analysis tests, operation scales and inspecting spread operations.
- Sampling and transporting produced construction materials from point of application or production to testing laboratory.

### *Knowledge and Skills Required*

- Knowledge of tools, equipment and vehicles utilized in highway construction.
- Knowledge of standard equipment and materials used for the sampling and testing of construction material.



- Knowledge of basic mathematics used in the computation of a variety of construction items.
- Knowledge of record keeping, preparing of documents and reports.

## TECHNICIAN II

Performs a variety of skilled activities

*Examples of duties assigned to this classification are:*

- Inspecting minor construction items, sampling and inspection of steel reinforcement, sampling and inspection of concrete placing operation.
- Collect and analyze soil samples of construction materials to determine compaction and moisture content.
- Inspection and sampling of all phases of asphaltic concrete and PCC paving operation, including plant inspection.
- Confers with construction engineers and contractors regarding construction in progress and is conformance to specifications and construction plans.
- Answers questions and resolves problems.
- Inspects construction in progress to ensure conformance with specification, agreements, and established requirements.
- Keeps daily diary of work progress.
- Prepares reports on all field inspections and submits project quantities on a daily basis.
- Keeps accurate documentation for force accounts and possible claims.

*Knowledge and Skill Required:*

- All knowledge and skills required of lower classification.
- Knowledge of currently accepted methods, procedures and techniques used in highway construction inspection, survey, materials testing, and quality control equipment.
- Skill in interpersonal relations as applied to contact with contractors, representatives of other governmental jurisdictions, and other SANBAG/Caltrans staff.

## TECHNICIAN III

Exercise considerable independent judgment within general Caltrans standards and guidelines.

*Examples of duties assigned to this classification are:*

- Inspect highway construction on an ongoing basis to assure compliance with

- contract and in accordance with State and local standards.
- Perform a variety of structural material tests and inspections.
- Reviews construction plans and verified that these are in accordance with designated specifications and other requirements.
- Participates in the preparation of completed work estimates, to calculate compensation due contractor.
- Examines and verifies numeric data and material specifications on project cost source documents, utilizing geometry and trigonometry calculations.
- Supervises all work activities involved in construction projects, laboratory, and quality control work.
- Recommends approval of proposed project changes.

*Knowledge and Skills Required:*

- All knowledge and skills required of lower classifications.
- Knowledge of the principles and practices of Civil Engineering as applied to the construction of state highways.
- Skill in analyzing and evaluating a wide variety of highly technical engineering data, including construction plans, field survey and quality control documents.
- Skill in interpreting and implementing Caltrans standards, policies, procedures and regulations.
- Skill in interpersonal relations, as applied to contacts with contractors, representatives of other governmental jurisdictions, and other SANBAG/Caltrans staff.

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

### *Minute Action*

AGENDA ITEM: 12

**Date:** November 1, 2006

**Subject:** Measure I 2010-2040 Major Freeway Project – Project Development Advancement

**Recommendation:\*** 1. Authorize advancement of Measure I Valley Major Projects Funds to initiate project development activities for the Interstate 10 HOV Lane Addition project and the Interstate 15/215 Devore Interchange project to be reimbursed from first available revenues from the Measure I 2010-2040 Valley Freeway Program and from the Measure I 2010-2040 Cajon Pass program, respectively, and  
2. Approve budget amendment to the 2006/07 Budget increasing funding source revenues and expenditures in the following tasks:

TN 84507000 I-10 Corridor Project Development \$500,000

TN 88007000 I-15/I-215 Devore Interchange \$500,000

Revenue Source is Measure I Valley Major Projects funds, and

3. Authorize staff to release Request for Qualifications for project development activities for the I-10 HOV Lane Addition Preliminary Engineering and Environmental Document Preparation and the I-15/I-215 Devore Interchange Project Study Report and Preliminary Engineering and Environmental Document Preparation as two separate and distinct projects.

**Background:** In August 2006 the Board unanimously approved proceeding with a Project Development Advancement program for two Measure I 2010-2040 major freeway projects, the I-10 HOV lane project and the I-15/I-215 Devore Interchange Project. Attachment "A" to this item is the agenda item that discussed in detail this concept as well as other possible options.

As part of the Board's August 2006 action approving the concept the Board tasked SANBAG staff and counsel with developing the legal and accounting instrument to implement this program. SANBAG legal counsel has concluded

*Approved*  
*Board of Directors*

*Date: November 1, 2006*

*Moved: Second:*

*In Favor: Opposed: Abstained:*

*Witnessed: \_\_\_\_\_*

that a simple action of the Board creating the advancement program will suffice as the legal instrument to advance current Measure I Valley Major Project funds to these projects and that the Valley Major Projects Program would receive first available funds from the Measure I 2010-2040 Valley Freeway Projects Program and the Cajon Pass Program in order to keep the current Measure I Major Projects intact. SANBAG's Finance Department will create and track the expenditures for each project separately to ensure and accurate accounting for each distinct project. Upon availability of Measure I 2010-2040 revenues the Valley Freeway Projects program will repay the current Valley Major Projects Program the amount advanced to the I-10 HOV lane project and the Cajon Pass Program will repay the current Valley Major Projects Program the amount advanced for the I-15/I-215 Devore Interchange project.

The Request for Qualifications for these two efforts are currently being developed using SANBAG's "boilerplate" RFQ language. Staff is requesting authorization to release the RFQ's upon finalizing of the scopes of work.

**Financial Impact:** This action is not consistent with the 2006/07 Budget. A budget amendment is required to increase revenues and expenditures in the following tasks:

TN 84507000 I-10 Corridor Project Development	\$500,000
TN 88007000 I-15/I-215 Devore Interchange	\$500,000

Revenue Source is Measure I Valley Major Projects funds

**Reviewed By:** This item was reviewed and unanimously recommended for approval by the Major Projects Committee on October 12, 2006 and by the Mountain/Desert Committee on October 20, 2006. (*Major Projects Committee meeting chaired by John Pomierski and Mountain/Desert Committee meeting chaired by Bill Postmus.*)

**Responsible Staff:** Darren Kettle, Director of Freeway Construction

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 13

**Date:** November 1, 2006

**Subject:** Award of Contract C07027 – Preparation of a Public Transit-Human Services Transportation Coordination Plan for San Bernardino County

**Recommendation:\*** Award Contract C07027 - Preparation of a Public Transit-Human Services Transportation Coordination Plan for San Bernardino County to the firm of Transit Resource Center in an amount not to exceed \$149,790.00 as identified in the Financial Impact Section.

**Background:** In August 2006 the Board authorized the release of Request for Proposal (RFP) C07027 for the preparation of a Public Transit-Human Services Transportation Coordination Plan for San Bernardino County. The purpose of the Coordination Plan is to specifically address the requirement in SAFETEA-LU that projects seeking funding from FTA Sections 5310 (Elderly Individuals and Individuals with Disabilities), 5316 (Job Access and Reverse Commute), and 5317 (New Freedoms Initiative) be developed through a locally developed coordination plan.

Notice of the release of the RFP was sent to eighty-two consultant firms in the Agency database. The RFP was posted on the Agency website. The response to questions submitted by prospective firms was posted on the Agency web site on August 28<sup>th</sup>. Proposals were due on September 8<sup>th</sup>. The following table lists the firms that submitted proposals and their proposed budgets.

\*

*Approved  
Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

Lead Firm	Subcontractors	Proposed Budget
IBI Group	Partners for Strategic Action, Inc.; Landsman Transportation Planning, LLC; Community Mobility Solutions, LLC	\$149,530.00
Moore Iacofano Goltsman, Inc.	Wilbur Smith Associates	\$149,984.00
Transit Resource Center	Transit Marketing; Center for Neighborhood Technology	\$149,789.90

All three firms were invited for interviews on September 25<sup>th</sup>. The interview panel was comprised of representatives from Omnitrans, Victor Valley Transit Authority, Mountain Area Regional Transit Authority, Rolling Start, San Bernardino County Department of Aging and Adult Services, San Bernardino County Transitional Assistance Department, and SANBAG staff. Using the evaluation criteria from the RFP, the checking of firm and subcontractor references and the information gained from the interviews, the consensus of the interview panel was to recommend the selection of Transit Resource Center.

The Transit Resource Center proposal offered the most hours of professional level involvement and included an extensive outreach effort throughout the County including conducting an E-survey of agencies involved in public and social service transportation, workshops in each of the seven subareas of the County, stakeholder interviews and/or executive focus group meetings, and consumer focus group meetings. The proposed scope of work meets or exceeds all of the expectations contained in the RFP, such as ongoing implementation planning.

**Financial Impact:** The award of this Contract is consistent with adopted budget. Funding for the Contract is provided under Task 31907000 – Social Service Transportation Plan. The funding source is LTF- Planning.

**Reviewed By:** This item was reviewed by the Plans and Programs Committee on October 18, 2006 and unanimously recommended for approval. (*Meeting chaired by Paul Eaton*)

**Responsible Staff:** Michael Bair, Director of Transit and Rail Programs.

**SANBAG Contract No. C07027**

by and between

San Bernardino Associated Governments

and

Transit Resource Center

for

the development of a Public Transit-Human Services Transportation Coordination Plan for  
San Bernardino County

FOR ACCOUNTING PURPOSES ONLY			
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____	Retention: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment
Notes: Retention of 10% of Contract (\$14,979.00), Contract is Not-to-Exceed \$149,790.00			
Original Contract:	\$ <u>149,790.00</u>	Previous Amendments Total:	\$ _____
Contingency Amount:	\$ _____	Current Amendment:	\$ _____
Contingency Amount requires specific authorization by Task Manager prior to release.			
Contract TOTAL →			\$ 149,790.00
Please include funding allocation for the original contract or the amendment			
<b>Task</b>	<b>Cost Code</b>	<b>Funding Sources</b>	<b>Amounts</b>
1 <u>31907000</u>	<u>6010</u>	1 <u>LTF Planning</u>	\$ <u>149,790.00</u>
2 _____	_____	2 _____	\$ _____
Original Board Approved Contract Date: <u>11/1/06</u> Contract Start: <u>11/3/06</u> Contract End: <u>12/5/07</u>			
New Amend. Approval (Board) Date: _____ Amend. Start: _____ Amend. End: _____			
If this is a multi-year contract/amendment, please allocate costs among fiscal years:			
Fiscal Year: <u>06/07</u> \$ 99,700.00	Fiscal Year: <u>07/08</u> \$ 50,090.00	Fiscal Year: _____ \$ _____	
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No			
CONTRACT MANAGEMENT			
Please mark an "X" next to all that apply:			
<input type="checkbox"/> Intergovernmental	<input checked="" type="checkbox"/> Private	<input checked="" type="checkbox"/> Non-Local	<input type="checkbox"/> Local <input type="checkbox"/> Partly Local
Disadvantaged Business Enterprise: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes _____%			
Task Manager: <b>Michael Bair</b>		Contract Manager: <b>Michael Bair</b>	

Michael Bair 10-6-06  
Task Manager Signature Date

Michael Bair 10-6-06  
Contract Manager Signature Date

James J. H. H. H. 10/6/06  
Chief Financial Officer Signature Date

CONTRACT C07027

SAN BERNARDINO ASSOCIATED GOVERNMENTS

and

TRANSIT RESOURCE CENTER

THIS CONTRACT is entered into as of November 1, 2006 in the State of California by and between the San Bernardino Associated Governments, hereafter called AGENCY, and Transit Resource Center, hereafter called CONTRACTOR.

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the AGENCY requires certain professional services relating to the development of a Public Transit-Human Services Transportation Coordination Plan for San Bernardino County; and

WHEREAS, the CONTRACTOR has the skills, knowledge and the ability to provide such services to the AGENCY;

NOW THEREFORE, the parties agree to the following:

1. CONTRACTOR SERVICES

The CONTRACTOR will be responsible for preparing a Public Transit-Human Services Transportation Coordination Plan for San Bernardino County as set forth in Appendix A – Scope of Work and Budget, which is attached and made a part of this Contract.

2. KEY PERSONNEL

The personnel specified below are considered to be essential to the work to be performed hereunder. Prior to diverting any of the specified individuals to other projects, or reallocation of tasks and hours which are the responsibility of key personnel, the CONTRACTOR shall notify AGENCY reasonably in advance and shall submit justifications (including proposed substitutions) in sufficient detail to permit evaluation of impact on the project. Diversion or reallocation of key personnel shall be subject to written approval by AGENCY. AGENCY also reserves the right to approve proposed substitutions for key personnel.



Key Personnel are:       Cliff Chambers, Transit Resource Center  
                                  Selena Barlow, Transit Marketing  
                                  Albert Benedict, Center for Neighborhood  
                                  Technology

3.     SUBCONTRACTS

CONTRACTOR shall not subcontract performance of all or any portion of the work to be performed under this Contract, excepting subcontractors listed in the CONTRACTOR's proposal, without first notifying AGENCY of the intended subcontracting and obtaining AGENCY's approval in writing of the subcontracting and the subcontractor.

CONTRACTOR agrees that any and all subcontractors of CONTRACTOR will comply with the terms of this Contract applicable to the portion of work performed by them. If requested by AGENCY, CONTRACTOR shall furnish AGENCY a copy of the proposed subcontract for AGENCY's approval of the term and conditions thereof and shall not execute such subcontract until AGENCY has approved such terms and conditions. AGENCY approval shall not be unreasonably withheld.

Approval by AGENCY of any work to be subcontracted and the subcontractor to perform said work will not relieve CONTRACTOR of any responsibility or liability in regard to the acceptable and complete performance of said work.

4.     TERM

This Contract will commence on November 3, 2006 and remain in effect until completion of the Public Transit-Human Services Transportation Coordination Plan and approval by the Agency Board of Directors, but no later than December 5, 2007. Upon mutual agreement of the parties, through a letter agreement, the AGENCY Executive Director may extend the time of performance beyond the above anticipated completion date. AGENCY may terminate this Contract at any time by serving thirty (30) days notice to this effect on CONTRACTOR. Additionally, in the event of misconduct or failure to perform required services, AGENCY shall notify CONTRACTOR in writing and give CONTRACTOR ten (10) days to correct performance. If not corrected, AGENCY may immediately terminate this Contract by written notice to CONTRACTOR. CONTRACTOR shall not be reimbursed for any services or expenses beyond the termination date of the Contract and AGENCY shall incur no penalty for exercising its termination rights. The Executive Director shall have the authority in his sole discretion to give notice of termination on behalf of the AGENCY. CONTRACTOR may not terminate this Contract except for cause.

## 5. COMPENSATION

As compensation for the above services, AGENCY shall pay CONTRACTOR for expenses incurred, in an amount not to exceed Fifteen Thousand Nine Hundred and Fifty Dollars (\$15,950.00) for direct expenses and One Hundred Thirty-Three thousand Eight Hundred and Forty Dollars (\$133,840.00) for labor. The total compensation under this Contract shall not exceed One Hundred Forty-Nine Thousand Nine Seven Hundred and Ninety Dollars (\$149,790.00). CONTRACTOR shall account for time spent and invoice AGENCY on a monthly basis. Monthly invoices shall contain the direct expenditures incurred and hourly labor charges during the month including overhead and markup. Each monthly invoice shall be accompanied by a narrative description of the work completed during the reporting period and a discussion of any current or anticipated problems that might negatively impact the project and/or schedule. SANBAG shall retain 10% of the invoiced expenses up to a total of Fourteen Thousand Nine Hundred and Seventy-Nine Dollars (\$14,979.00) until the successful completion of the work to be performed.

## 6. INSURANCE

Without in any way affecting the indemnity herein provided and in addition thereto, CONTRACTOR shall secure and maintain throughout the term of this CONTRACT the following types of insurance with limits as shown.

- A. Comprehensive General Liability Insurance or Commercial General Liability Insurance, including coverage for Premise and Operations, Contractual Liability, Personal Injury Liability, Broad-Form Property Damage and Independent Contractor's Liability in an amount of not less than \$1,000,000 per occurrence, combined single limit, and \$2,000,000 aggregate written on an occurrence form.
- B. CONTRACTOR (not including subcontractors) shall immediately furnish certificates of insurance to AGENCY evidencing the insurance coverage above required, which certificates shall name AGENCY as additional insured on policies of General Liability Insurance. The certificates shall provide that such insurance shall not be terminated without thirty (30) days notice to AGENCY, and CONTRACTOR shall maintain such insurance from the time this Contract is executed until completion of such services.
- C. CONTRACTOR shall maintain Worker's Compensation insurance with limits established and required by the State of California.

- D. CONTRACTOR shall maintain Errors and Omission Liability Insurance with combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate; or Professional Liability Insurance with limits of at least \$1,000,000 per claim or occurrence.

7. INDEMNITY

CONTRACTOR agrees to indemnify, defend and hold harmless the AGENCY, its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from CONTRACTOR's negligent acts, errors or omissions and for any costs or expenses incurred by AGENCY on account of any claim therefore, except where such indemnification is prohibited by law.

8. AMENDMENTS

CONTRACTOR agrees any alterations, variations, modification, or waivers of the provisions of the CONTRACT, shall be valid only when reduced to writing, executed and attached to the original CONTRACT and approved by the required persons.

9. ASSIGNMENT

This CONTRACT is not assignable by CONTRACTOR either in whole or in part without the prior written consent of AGENCY.

10. INDEPENDENT CONTRACTOR

CONTRACTOR is and shall be at all times an independent contractor. Accordingly, all services provided by CONTRACTOR shall be done and performed by CONTRACTOR under the sole supervision, direction, and control of CONTRACTOR. AGENCY shall rely on CONTRACTOR for the results only and shall have no right at any time to direct or supervise CONTRACTOR or CONTRACTOR's employees and subcontractors in the performance of services or as to the manner, means and methods by which the services are performed. All workers furnished by CONTRACTOR shall be and remain the employees of CONTRACTOR or of the CONTRACTOR's subcontractor(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of AGENCY.

11. AGENCY AUTHORITY

AGENCY's Executive Director shall have full authority to exercise AGENCY's rights under this CONTRACT. CONTRACTOR's reporting relationship shall be with the AGENCY's Director of Transit and Rail Programs, unless otherwise directed by AGENCY's Executive Director.

## 12. REVIEW OF WORK AND DELIVERABLES

All reports, working papers, and similar work products prepared for submission in the course of providing services under this Contract may be required to be submitted to AGENCY's representative in draft form, and AGENCY's representative may require revisions of such drafts prior to formal submission and approval. In the event that AGENCY's representative, in his sole discretion, determines the formal submitted work product to be inadequate, AGENCY's representative may require CONTRACTOR to revise and resubmit the work at no cost to AGENCY.

## 13. APPEARANCE AT HEARINGS

If and when required by AGENCY, CONTRACTOR shall render assistance at public hearings or other meetings related to the Project or necessary to the performance of the services.

## 14. DOCUMENTS AND DATA

All plans, specification, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings, spreadsheets, or data magnetically or otherwise recorded on computer diskettes, prepared by or on behalf of CONTRACTOR under this Contract ("Documents and Data"), shall be made available to AGENCY at all times during this Contract and shall become the property of AGENCY upon the completion of the term of this Contract, except that CONTRACTOR shall have the right to retain copies of all such Documents and Data for its records. Should CONTRACTOR, either during or following termination of this Contract, desire to use any Documents and Data, it shall first obtain the written approval of AGENCY.

## 15. EQUAL OPPORTUNITY EMPLOYMENT

CONTRACTOR represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

IN WITNESS THEREOF, the authorized parties have signed below;

AGENCY:

CONTRACTOR:

SAN BERNARDINO  
ASSOCIATED GOVERNMENTS

TRANSIT RESOURCE CENTER

---

Dennis Hansberger  
President

---

Edward W. Pigman  
President

Approved as to Form:

---

Jean-Rene Basle  
SANBAG Counsel

ATTACHMENT A

CONTRACT C07027

TRANSIT RESOURCE CENTER

PUBLIC TRANSIT-HUMAN SERVICES TRANSPORTATION  
COORDINATION PLAN FOR SAN BERNARDINO COUNTY

SCOPE OF WORK AND BUDGET

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 14

**Date:** November 1, 2006

**Subject:** Transportation Development Act (TDA) – Article 3 Call for Projects

**Recommendation:\*** Authorize the release of TDA Article 3 Call for Projects for 1) Transit Stop Access Improvement Projects and 2) Pedestrian and Bicycle Projects.

**Background:** The Transportation Development Act (TDA) provides that 2% of the Local Transportation Funds be made available to counties and cities for facilities for the exclusive use of pedestrians and bicyclists, known as Article 3 (SB 821) Program. In August 1999 the SANBAG Board approved a policy that 20% of the Article 3 program would be made available for projects that improve access to transit stops for pedestrians and persons with disabilities. The remaining 80% would be available for bicycle and pedestrian projects.

In April 2005 the SANBAG Board awarded \$697,563 for Transit Stop Access Improvement Projects and \$2,970,933 for Pedestrian and Bicycle Projects. These are to be completed within a two year time frame or June 30, 2007.

Staff is proposing to issue two calls for projects. Attachment A presents the TDA Article 3 20% funds call for Transit Stop Access Improvement Projects (\$816,495 is available). No single jurisdiction shall receive more than 10% of the funds available under this call for projects unless there are an insufficient number of

\*

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

BRD0611a-vlb.doc  
50207000  
Attachment  
2006 20%Article3Call-vlb.doc  
2006 80%Article3Call-vlb.doc

project applications to fully utilize the amount available. Eligible projects will include:

- Retrofitting sidewalks with accessibility ramps to improve access to existing bus stops;
- Construction of bus stop pads, including pads for shelters, but not including purchase and installation of shelters or benches at existing bus stops;
- Construction of bus stop pads, including pads for shelters, but not including purchase and installation of shelters or benches at new bus stop locations;
- Construction of new sidewalks to serve existing bus stop locations; and,
- Construction of new sidewalks to serve new bus stop locations.

Attachment B presents the TDA Article 3 80% funds call for Pedestrian and Bicycle Projects (\$3,265,979 is available). Eligible pedestrian and bicycle projects will include:

- Preliminary engineering leading to construction;
- Right-of-way acquisition;
- Construction and reconstruction of Class I, II and III bicycle facilities and sidewalks;
- Provision of sidewalks fronting undeveloped land on a project may not exceed 15% of the total project length;
- Provision of curbs, gutters, and driveway ramp paving on a sidewalk project; and,
- Purchase and installation of bicycle lockers and/or racks at major employment centers, park-and-ride lots and transit terminals.

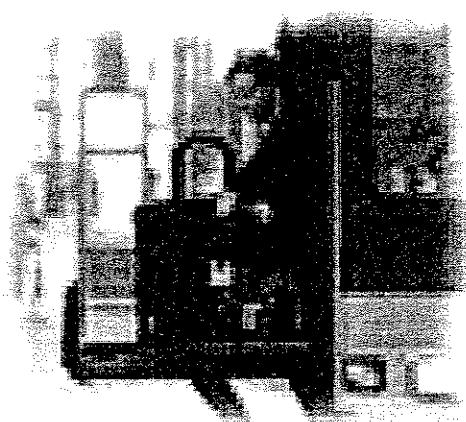
**Financial Impact:** Both calls for projects are consistent with the adopted SANBAG Budget and with the agency's administrative responsibilities under the TDA. The staff work effort associated with this item is funded under Task 50207000 – TDA Administration. The funding source is LTF Administration.

**Reviewed By:** This item was reviewed by the Plans and Programs Committee on October 18, 2006 and unanimously recommended for approval. (*Meeting chaired by Paul Eaton*)

**Responsible Staff:** Michael Bair, Director of Transit and Rail Programs  
Victoria Baker, Senior Transit Analyst



**TRANSPORTATION DEVELOPMENT ACT  
ARTICLE 3 BIENNIAL CALL FOR PROJECTS  
TO IMPROVE ACCESS TO TRANSIT STOPS**



Issued: November 1, 2006

2006 20%Article3Call-v1b.doc  
50207000

### Background:

On August 4, 1999 the SANBAG Board approved a policy that 20% of the Transportation Development Act Article 3 funds would be made available for projects that improve access to transit stops for pedestrian and persons with disabilities. This program has been developed in recognition of the importance of providing safe and accessible paths of travel to existing and proposed bus stop locations. In some instances, the provision of accessible pathways to bus stops may reduce the demand for complementary paratransit service provided by the Americans with Disabilities Act (ADA). The total amount available in this call for projects is \$816,495 and is comprised of funds from two fiscal years (FY 2006 to 2007).

Applicants may be cities, county or transit operators/claimants. No single jurisdiction shall receive more than 10% of the funds available under this call for projects unless there are an insufficient number of project applications to fully utilize the amount available. Joint power agency transit operators who are the lead agency for implementing the proposed projects may receive awards above the 10% limit.

### Eligible Projects:

1. Retrofitting sidewalks with accessibility ramps to improve access to existing bus stops.
2. Construction of bus stop pads, including pads for bus shelters, but not including purchase and installation of bus shelters or benches at existing bus stop locations.
3. Construction of bus stop pads, including pads for bus shelters, but not including purchase and installation of bus shelters or benches at new bus stop locations
4. Construction of new sidewalks to serve existing bus stop locations.
5. Construction of new sidewalks to serve new bus stop locations.

Eligible project cost include expenses associated with: right of way acquisition or easement; preliminary engineering and design; plans, specifications and estimates; and construction. All projects must comply with the applicable Americans with Disabilities Act Accessibility Guidelines (ADAAG), Health and Safety Code, Sections 18901 to 18949.6 of the State Building Standards Law as issued by the California Building Standards Commission, and comply with local building and construction codes and requirements.

### Application Information:

Each application should include a prioritized listing of access improvement projects. Projects shall be classified as one of the five types of projects identified under the eligibility section above. Each project description should identify whether the existing right of way or a new easement is required for the proposed project. Where possible, the applicant should document that the proposed project addresses a problem area identified by current users of the transit service or through a survey of bus stop accessibility. The applicant should identify the number of bus routes and daily buses serving the stop, current or expected daily boardings and alightings as well as generators or attractors served at the proposed project location. Applications shall include pictures of the improvement site(s) or location(s). A schedule for project completion, by project, is to be included in the application. (See attached application form).

### Project Evaluation Criteria:

Evaluation Criteria	Possible Score
Project addresses identified access issues at existing bus stops.	30
Project is for access to a new bus stop location.	15
Cost Effectiveness <sup>1</sup>	20
Reasonableness of Cost	20
Matching funds from applicant <sup>2</sup>	15

<sup>1</sup> Cost effectiveness shall include consideration of project cost divided by daily boardings and alightings and/or complementary paratransit cost avoidance achieved by making the bus stop location accessible to individuals with disabilities.

<sup>2</sup> Matching funds from applicant may consist of Federal Transit Administration funds, Community Development Block Grant funds or other local funds, including LTF Article 8a.

Project applications will be evaluated by a committee comprised of two SANBAG staff, engineering or public works staff from four cities/towns and/or the County and one member from the disabled community.

### Call for Projects Schedule:

Issue Call for Projects	November 1, 2006
Project Proposals Due	February 2, 2007
Recommendation to Plans & Programs	March 21, 2007
Recommendation to Board	April 4, 2007

### Project Completion and Payment:

Recipients of funding approved by the SANBAG Board shall be reimbursed for expenses incurred up to the amount approved. Each recipient shall prepare and submit a project completion report, including pictures of the completed project(s) to accompany the

request for reimbursement. SANBAG shall reimburse the recipient within 45 days. Recipient must retain all records necessary for the fiscal and compliance audit that will be conducted at the end of each fiscal year.

**Biennial Article 3 20% Fund  
Call for Projects Application Form**

1. Priority #: \_\_\_\_\_

2. Project Title: \_\_\_\_\_

3. Project Description:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Location: \_\_\_\_\_

\_\_\_\_\_ Existing Bus Stop

\_\_\_\_\_ New Bus Stop

\_\_\_\_\_ Existing ROW

\_\_\_\_\_ Easement Required

5. Project Cost Estimate: \$ \_\_\_\_\_

6. Non-TDA Article 3 Project Matching Funds: \$ \_\_\_\_\_

Source: \_\_\_\_\_

7. Location Characteristics:

\_\_\_\_\_ Bus Routes Serving Location

\_\_\_\_\_ Number of Daily Buses Serving Location

\_\_\_\_\_ Daily Boardings and Alightings

\_\_\_\_\_ Anticipated ADA Cost Savings

8. Listing of Generators and Attractors Served:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TRANSPORTATION DEVELOPMENT ACT  
ARTICLE 3 CALL FOR PROJECTS  
FOR BICYCLE AND PEDESTRIAN FACILITIES



Issued: November 1, 2006

### Background:

In August 1999, the SANBAG Board approved a policy that 20% of the Transportation Development Act (TDA) Article 3 funds would be made available for projects that improve access to bus stops for pedestrians and persons with disabilities. The remaining 80% would be available for bicycle and pedestrian facilities.

Beginning with this call for projects and every other year thereafter, SANBAG will solicit projects for bicycle and pedestrian facilities in November and have the selection process completed by April or May. Upon approval of a project list by the SANBAG Board, Article 3 funds will be allocated to the project sponsor agency. Allocated funds will remain available for two full fiscal years after the year of Board approval.

Project proposals will be reviewed by an evaluation committee. Each project sponsor agency will be given an opportunity to make a presentation of their project(s) to the evaluation committee. The evaluation committee, using the criteria contained in this call for projects, will score the proposed projects. The evaluation committee will be comprised of two SANBAG staff, engineering, public works or parks and recreation representatives from four cities/towns and the County and one member from an adjacent county transportation commission. The evaluation committee will make its recommendation to SANBAG Plans and Programs Committee who will forward its recommendation to the full SANBAG Board.

Proposed projects must be consistent with the most recent Non-Motorized Transportation Plan approved by the SANBAG Board and the following guideline requirements:

- Projects submitted for approval must be consistent with the sponsor's adopted general plan or master plan of bikeways.
- The award of Article 3 Bicycle and Pedestrian funds may be for up to 100% of the project cost. However, SANBAG may recommend partial funding in preparing the recommended project list.
- Agencies awarded funds will not be reimbursed for any project cost overruns. If an agency is providing a local match on a project and the project is completed under budget, the agency will be reimbursed at the matching ratio in effect at the time of project selection and approval. (Example: If an agency commits to a 25% match for a \$10,000 project, the amount of Article 3 awarded would be \$7,500. If the completed project cost was \$8,000, the amount of Article 3 funds disbursed to the agency would be \$6,000.)
- Design and construction of facilities must conform to the general design criteria for non-motorized facilities as outlined in the Caltrans Highway Design Manual.

### Eligible Projects:

1. Preliminary engineering leading to construction of pedestrian or bicycle facility
2. Right-of-way acquisition necessary for pedestrian or bicycle facility
3. Construction or reconstruction of Class I, II and III bicycle facilities and sidewalks
4. Provision of curbs, gutters, and driveway ramp paving on a sidewalk project
5. Purchase and installation of bicycle lockers and/or racks at major employment centers, park-and-ride lots and transit terminals.

The construction of sidewalks fronting undeveloped land on a project may not exceed 15% of the total project length. Match paving for sidewalk projects is not an eligible project cost.

### Additional Information:

Each application should include a prioritized listing of proposed projects. Include a project description discussing the nature and type of project being proposed for funding. The description shall include important design considerations and identify the location of the project and the transportation purpose to be served. A map showing the project location and limits along with principle streets, transit routes, nearby city and county boundaries, and prominent landmarks shall be included. The map shall be inserted on page 1 of the project submittal form.

### Project Evaluation Criteria:

Evaluation Criteria	Possible Score
<b>Local Plan Adoption</b> – Requires applicant to have an adopted bicycle facilities plan, bicycle sub-element to the Circulation Element of its General Plan and a development review ordinance, standard or procedure which evaluates the need to incorporate bicycle improvements and/or amenities into conditions of development.	10
<b>Connectivity</b> – The relation of the proposed project to the regional and local systems. Proposed projects will receive 5 points if linked to an existing regional facility; 5 points if project involves more than one jurisdiction; 4 points if linked to an existing local facility; and 6 points if closing a gap in the regional system.	20
<b>Destinations Served</b> – Two points will be awarded for each destination served by the proposed project (e.g., employment centers, schools and colleges, retail centers and /or downtown areas, parks and other	10



recreational uses, public buildings such as libraries, museums, government offices, stadiums, and residential areas).	
<b>Safety</b> – The extent to which the proposed project will increase safety given the class of facility. Consideration will be given to accident incidence, pavement widths, bicycle lane demarcation, sight distances, speed differential and other safety considerations.	15
<b>Local Matching Funds</b> – Proposed projects will receive the following points based upon the extent of local match provided: 5 points for 10-19%; 10 points for 20-29%; 15 points for 30-49%; and 25 points for 50% or greater.	25
<b>Intermodal Access</b> – Five points will be award to proposed projects connecting to park-and-ride lots, transit terminals (bus and rail), and regional airports.	5
<b>Project readiness/Cost Effectiveness</b> – Five points will be awarded where existing roadways, pavement conditions, intersection signalization and other existing infrastructure accelerate project development. Five points will be awarded where project design and environment clearances are complete.	10
<b>Population</b> – The first applicant proposed project will receive 5 points. Subsequent proposed projects from the same applicant will receive 5 points up to a point where the total cost of all proposed projects is less than or equal to the applicants proportional allocation had such funds been allocated on a population basis.	5
<b>Total Possible Score</b>	100

#### Call for Projects Schedule:

Issue Call for Projects	November 1, 2006
Project Proposals Due	February 2, 2007
Recommendation to Plans & Programs	March 21, 2007
Recommendation to Board	April 4, 2007

#### Project Completion and Payment:

Sponsor agencies receiving an allocation of \$250,000 or less shall be reimbursed in arrears and upon proof of satisfactory project completion. Agencies receiving an allocation of \$250,000 or more may request progress payments, however, 20% of the awarded funds shall be held by SANBAG until proof of satisfactory project completion. Each recipient shall prepare a project completion report, including pictures of completed project(s) when requesting reimbursement. SANBAG will reimburse the recipient within 45 days. Recipient must retain all records necessary for the fiscal and compliance audit that will be conducted at the end of each fiscal year. Projects selected under this process must be completed within the two full fiscal year period. Any funds allocated and not disbursed by the end of the two full fiscal year period shall be unallocated and returned the Article 3 Bicycle and Pedestrian Facilities fund.

San Bernardino Associated Governments  
Project Submittal Form  
2004/2005 LTF, Article 3 Bicycle/Pedestrian Program

AGENCY:	CONTACT:	PHONE:	
PROJECT NAME:			
<b>PROJECT LOCATION MAP</b>			
<i>Insert Project Map Here</i>			
PROJECT DESCRIPTION:			
PROJECT LENGTH:			
<b>PROJECT TYPE</b>			
<input type="checkbox"/>	CLASS I BIKEWAY	<input type="checkbox"/>	BIKE LOCKERS
<input type="checkbox"/>	CLASS II BIKEWAY	<input type="checkbox"/>	BIKE RACKS
<input type="checkbox"/>	CLASS III BIKEWAY..	<input type="checkbox"/>	SIDEWALKS

**CHECK IF PROJECT IS:**

- ☐ INCLUDED IN A CURRENTLY APPROVED ADOPTED PLAN
- ☐ WILL BE INCLUDED IN SUCH A PLAN DURING NEXT FISCAL YEAR
- ☐ MEETS CALTRANS DESIGN STANDARDS FOR BICYCLE FACILITIES (APPLIES TO BICYCLE PROJECTS)
- ☐ IS PROJECT MULTI-JURISDICTIONAL? IF SO, EXPLAIN HOW:

**ACTIVITY GENERATORS – CHECK ALL ACTIVITY GENERATORS DIRECTLY SERVED BY THE PROJECT**

- ☐ EMPLOYMENT CENTERS
- ☐ SCHOOLS
- ☐ SHOPPING
- ☐ PARKS AND RECREATION
- ☐ PUBLIC BUILDINGS
- ☐ OTHER (DESCRIBE):

**SAFETY CONSIDERATIONS**

POSTED SPEED LIMIT \_\_\_\_\_ MPH

PAVEMENT WIDTH \_\_\_\_\_ FEET

AVERAGE DAILY TRAFFIC \_\_\_\_\_

OTHER SAFETY FACTORS \_\_\_\_\_

IS THIS PROJECT A MISSING LINK?

☐

YES

☐

NO

IF YES, EXPLAIN \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DOES THIS PROJECT LINK DIRECTLY WITH ANOTHER MODE OF  
TRANSPORTATION?

☐

YES

☐

NO

IF YES, EXPLAIN \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

IF YOUR AGENCY HAS OUTSTANDING PROJECTS FROM PRIOR YEARS,  
PLEASE GIVE THE CURRENT STATUS OF THOSE PROJECTS.

ESTIMATED PROJECT COSTS (FOR MATCHING FUND  
CALCULATIONS:

1. PRELIMINARY ENGINEERING, PROJECT  
ENGINEERING AND DESIGN COSTS \$ \_\_\_\_\_
2. RIGHT-OF-WAY COST \$ \_\_\_\_\_
3. PROJECT DEVELOPMENT COST \$ \_\_\_\_\_
4. TOTAL PROJECT COST \$ \_\_\_\_\_
5. LTF, ARTICLE 3 FUNDS REQUESTED \$ \_\_\_\_\_
6. LOCAL MATCH \$ \_\_\_\_\_
7. PERCENT LOCAL MATCH (LINE 6/LINE 4) \$ \_\_\_\_\_

# **DISCUSSION ITEMS**

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

### *Minute Action*

AGENDA ITEM: 15

**Date:** November 1, 2006

**Subject:** Federal Advocacy Report from Innovative Federal Strategies

**Recommendation:**\* Receive report

**Background:** **Federal Advocacy Strategy and the Appropriations/Authorization Process**  
Letitia White and Lance Larson of Innovative Federal Strategies, our federal advocates in Washington, D.C., will be presenting a report concerning SANBAG's advocacy strategy and how it relates to the federal appropriations and authorization process.

**Financial Impact:** No impact on budget; potential gains or losses may be experienced depending on implementation of enacted legislation.

**Reviewed By:** This item has not been received by a policy committee.

**Responsible Staff:** Jennifer Franco, Director of Intergovernmental and Legislative Affairs

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 16

**Date:** November 1, 2006

**Subject:** South Coast Air Quality Management District (SCAQMD) Air Quality Management Plan

**Recommendation:\*** Receive report from SCAQMD and provide feedback.

**Background:** Every three to five years, the SCAQMD updates their overall plan for attaining federally mandated clean air standards. The Air Quality Management Plan (AQMP) is the foundation for the work accomplished by the SCAQMD – it is the roadmap to clean air for this region. Upon release of the 2007 Draft AQMP, the SCAQMD began its process of collecting input on the draft plan by utilizing a series of public workshops. The final document is expected in January 2007. Cities and counties have an important role in implementing this plan. SCAQMD encourages elected officials to take the information back to their respected cities and county staff to promote their participation in the SCAQMD public workshops.

For a complete copy of the 2007 Draft AQMP, please visit:  
<http://www.aqmd.gov/aqmp/07aqmp/07AQMP.html>

**Financial Impact:** This item has no impact on the budget.

**Reviewed By:** This item has not been reviewed by any policy committee.

**Responsible Staff:** Jennifer Franco, Director of Intergovernmental and Legislative Affairs

*Approved  
Board of Directors*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_



## **EXECUTIVE SUMMARY**

Preface

Introduction

Why Is This Draft Plan Being Prepared?

Is Air Quality Improving?

What are the Major Sources Contributing to Air Quality Problems?

What is the Overall Control Strategy to Meet the Current Air  
Quality Standards?

What Are the Main Challenges of Attainment?

## PREFACE

On behalf of the 16.5 million residents of the South Coast Basin, the 2007 AQMP must rise to meet the following major challenges.

*Stiff new Federal standards have been set in place for ozone and PM2.5.*

- Slightly longer timeframe for attainment than was allowed under previous standards, but significantly more stringent than old (withdrawn) standards.
- Fast-approaching and very difficult PM2.5 deadline (2014).
- Even more challenging 8-hour ozone deadline by 2020 timeframe.
- Recently revised 24-hour PM2.5 standard more stringent than current standards.

*Significant reductions are needed from all sources, but especially Mobile Sources, since the bulk of the remaining air quality problem stems from Mobile Source emissions.*

- Need new ultra-low emission standards for both new and existing fleet, including on-road and off-road heavy-duty trucks, industrial & service equipment, locomotives, ships & other watercraft, and aircraft.
- Must dramatically accelerate fleet turnover to achieve benefits of cleaner engines.
- Significant reformulation of consumer products which collectively are a major source of pollutant emissions.
- Stationary sources must continue to do their fair share of the emission reduction effort including expedited equipment modernization and technology advancements.

*Even today's improved smog conditions result in known public harm. New and additional health studies indicate urgent public health concerns, especially from fine particulate exposure.*

- Impaired lung function in children growing up in Southern California.
- Increased episodes of respiratory disease symptoms.
- Increase in doctor visits for heart disease.
- Increase in death rates.

*To have any reasonable expectation of meeting the 2014 PM2.5 deadline, the pace of improvement must intensify for Mobile Sources under state and federal jurisdiction.*

- At current pace, South Coast would fail to reach attainment of old standards.
- Given the huge challenge and the public health threat involved, there is no margin for error in the overall Plan strategy, and there is no room for wavering or hesitation in the implementation of its control measures.
- Substantial public and private funding is needed to expedite the retirement of older, higher-polluting engines and vehicles.
- The time for all responsible authorities to expeditiously adopt and aggressively implement effective control strategies is now.

## INTRODUCTION

The long-term trend of the quality of air we Southern Californians breathe shows continuous improvement, although recent leveling off in ozone improvement causes marked concern. The remarkable historical improvement in air quality since the 1970's is the direct result of Southern California's comprehensive, multiyear strategy of reducing air pollution from all sources as outlined in its Air Quality Management Plan (AQMP). Yet the air in Southern California is far from meeting all federal and state air quality standards and, in fact, is among the worst in the nation. Although the new federal fine particulates (PM<sub>2.5</sub>) and 8-hour surface level ozone standards provide a longer compliance schedule, the standards are much more stringent than the previous PM<sub>10</sub> and 1-hour surface level ozone standards. To reach clean air goals in the next seven to fifteen years provided by the Clean Air Act deadlines, Southern California must not only continue its diligence but intensify its pollution reduction efforts.

Continuing the Basin's progress toward clean air is a challenging task, not only to recognize and understand complex interactions between emissions and resulting air quality, but also to pursue the most effective possible set of strategies to improve air quality while maintaining a healthy economy. To ensure continued progress toward clean air and comply with state and federal requirements, the South Coast Air Quality Management District (AQMD or District) in conjunction with the California Air Resources Board (CARB), the Southern California Association of Governments (SCAG) and the U.S. Environmental Protection Agency (U.S. EPA) is preparing the Draft 2007 revision to its AQMP (2007 AQMP or 2007 Plan). This Draft 2007 AQMP employs up-to-date science and analytical tools and incorporates a comprehensive strategy aimed at controlling pollution from all sources, including stationary sources, on-road and off-road mobile sources and area sources. While many technical tasks are still underway to complete the Plan revision, there is sufficient information to begin framing policy discussions on clean air strategies. Hence, this Draft Plan has been prepared and is being released for early public review and participation.

The Draft Plan proposes potential attainment demonstration of the federal PM<sub>2.5</sub> standards through a more focused control of sulfur oxides (SO<sub>x</sub>), directly-emitted PM<sub>2.5</sub>, and nitrogen oxides (NO<sub>x</sub>) supplemented with volatile organic compounds (VOC) by 2014. The 8-hour ozone control strategy builds upon the PM<sub>2.5</sub> strategy, augmented with additional VOC reductions to meet the standard by 2020. An extended attainment date (i.e., additional three years) is allowed under the Clean Air Act if a "bump-up" request is made by the state showing the need for such extension; this topic is discussed further in the Policy Issues section that follows.

The Draft 2007 AQMP proposes policies and measures currently contemplated by responsible agencies to achieve federal standards for healthful air quality in the Basin

and those portions of the Salton Sea Air Basin (formerly named the Southeast Desert Air Basin) that are under District jurisdiction (namely, Coachella Valley).

This Draft Plan also addresses several federal planning requirements and incorporates significant new scientific data, primarily in the form of updated emissions inventories, ambient measurements, new meteorological episodes and new air quality modeling tools. This Draft Plan builds upon the approaches taken in the 2003 AQMP for the South Coast Air Basin for the attainment of the federal ozone air quality standard. However, this Draft Plan highlights the significant amount of reductions needed and the urgent need to identify additional strategies, especially in the area of mobile sources, to meet all federal criteria pollutant standards within the timeframes allowed under federal Clean Air Act.

This Draft Plan as well as other key supporting information are available electronically and can be downloaded from the District's home page on the Internet (<http://www.aqmd.gov>, "Inside AQMD" tab at top, and click on "Clean Air Plans").

## **WHY IS THIS DRAFT PLAN BEING PREPARED?**

The federal Clean Air Act requires an 8-hour ozone non-attainment area to prepare a SIP revision by June 2007 and a PM<sub>2.5</sub> non-attainment area to submit by April 2008. However, since the attainment date for PM<sub>2.5</sub> is earlier than that for 8-hour ozone and because of the interplay between precursor emissions, it is prudent to prepare a comprehensive and integrated plan to design the most effective path to attain both standards within the specified timeframe. In addition, U.S. EPA requires that transportation conformity budgets be established based on the most recent planning assumptions (i.e., within the last five years) and approved motor vehicle emission model. The Draft Plan is based on assumptions provided by both CARB and SCAG reflecting their upcoming computer model (EMFAC) for motor vehicle emissions and demographic updates. Additional updates will become available in the upcoming months. The District, however, believes it is critical that the initial findings and current plan approach be shared with the public to solicit input and to initiate public exploration regarding the path to clean air for this region.

## **IS AIR QUALITY IMPROVING?**

Yes. Over the years, the air quality in the Basin has improved significantly, thanks to the comprehensive control strategies implemented to reduce pollution from mobile and stationary sources. For instance, the total number of days on which the Basin exceeds the federal 8-hour standard has decreased dramatically over the last two decades from about 150 days to less than 90 while Basin station-days [detail follows] decreased by approximately 80 percent. However, the Basin still exceeds the federal 8-hour standard

more frequently than any other location in the U.S. Under federal law, the Basin is designated as a "severe-17" nonattainment area for the 8-hour ozone standard. Figure ES-1 shows the long-term trend in ambient ozone counts over the federal standard since 1990. The figure depicts two types of exceedance measurements: the number of Basin-days and Basin-station-days above the federal 8-hour ozone standard, which represent, respectively the number of days the standard was exceeded anywhere in the Basin or by any station. Lack of significant progress in ozone air quality for the last several years has raised some concern regarding the present-day effectiveness of control programs. The District is planning to hold a technical forum in October 2006 on ozone air quality, to examine the issue in detail including accuracy of emissions inventory, effectiveness of control strategies, ambient photochemistry, etc. The discussion outcome may help refine the draft control strategy approach, if necessary.

Relative to the 1-hour ozone standard, which was recently revoked by the U.S. EPA in favor of the new 8-hour ozone standard, the air pollution controls have had an overall positive impact. The number of days where the Basin exceeds the federal 1-hour ozone standard has continually declined over the years. However, while the number of days exceeding the federal 1-hour ozone standard has dropped since the 1990s, the rate of progress has slowed since the beginning of the decade. The Basin currently still experiences ozone levels over the federal standard on more than 20 days per year. By 2010, this plan shows that the Basin will still exceed the federal 1-hour ozone standard by 20 percent despite the implementation of existing air quality programs. The District and a number of environmental organizations have litigated against U.S. EPA's revocation of the 1-hour standard; the case is still pending.

In 2005, the annual PM<sub>2.5</sub> standard was exceeded at several locations throughout the Basin. However, the 24-hour PM<sub>2.5</sub> standard (98<sup>th</sup> percentile greater than 65  $\mu\text{g}/\text{m}^3$ ) was not exceeded during the year<sup>1</sup>. In 2005, the Basin did not exceed the standards for carbon monoxide, nitrogen dioxide, sulfur dioxide, sulfates or lead. Figure ES-2 shows the annual average PM<sub>2.5</sub> concentrations in the Basin in 2005.

The Basin has met the PM<sub>10</sub> standards at all stations except for western Riverside where the annual PM<sub>10</sub> standard has not been met as of 2006. Additional efforts, through localized programs, are under way to ensure compliance with this standard. These efforts are also outlined in the Draft 2007 AQMP.

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<sup>1</sup> In September 2006, U.S. EPA issued revised PM<sub>2.5</sub> NAAQs lowering the 24-hr standard to 35  $\mu\text{g}/\text{m}^3$ . However, the present Plan is not required to address this standard.

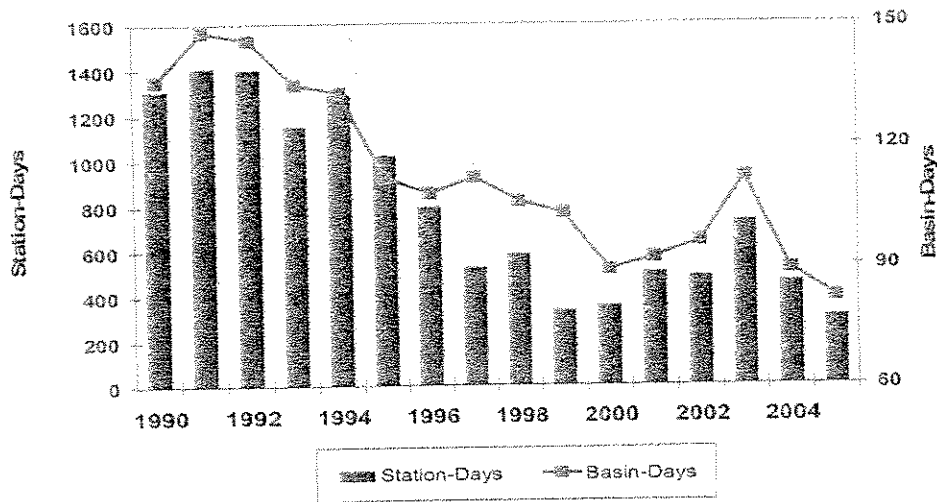
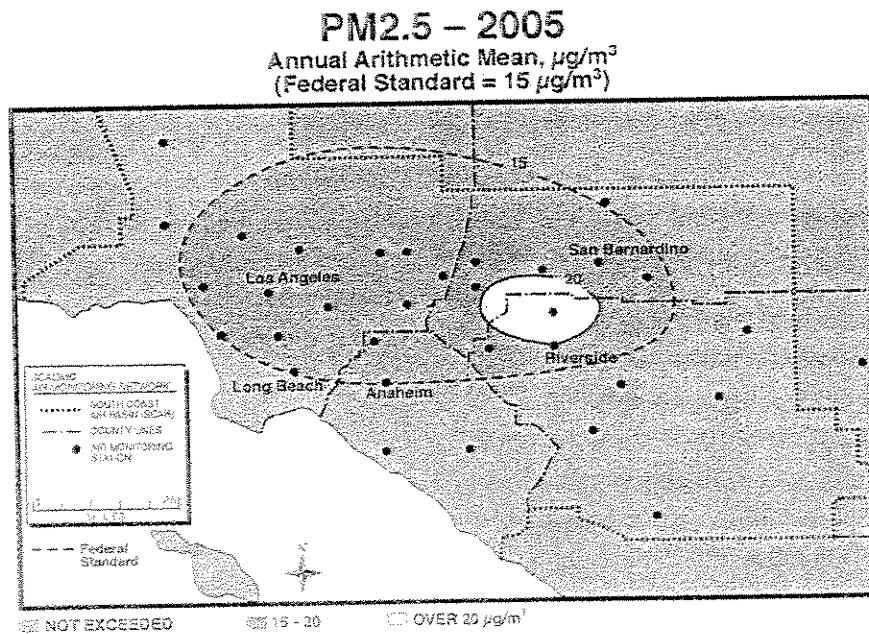


FIGURE ES-1

Total Basin-Days Above the Federal 8-Hour Ozone Standard from 1990-2005

FIGURE ES-2  
PM<sub>2.5</sub> – 2005

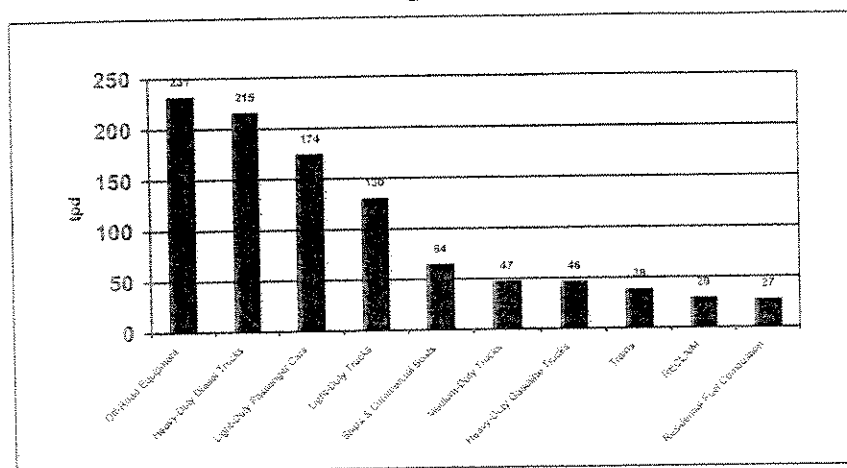
Annual Average Concentration Compared to Federal Standard

## WHAT ARE THE MAJOR SOURCES CONTRIBUTING TO AIR QUALITY PROBLEMS?

Figures ES-3 to ES-5 present the top ten categories for NO<sub>x</sub>, VOC, and SO<sub>x</sub> emissions.

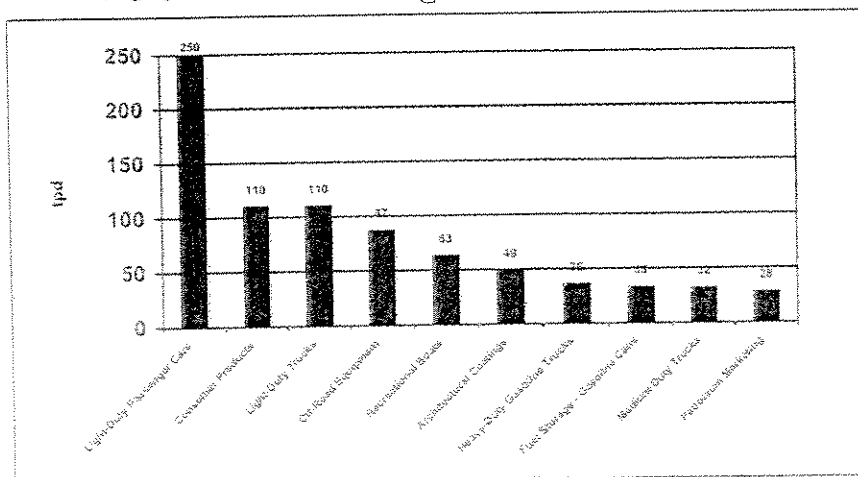
**FIGURE ES-3**

### Top Ten Categories for NO<sub>x</sub> Emissions NO<sub>x</sub> Annual Average Emissions - 2002

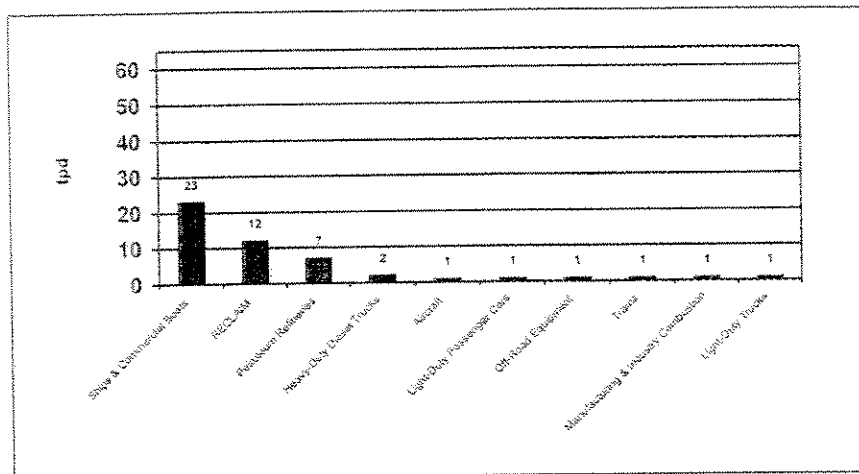


**FIGURE ES-4**

### Top Ten Categories for VOC Emissions VOC Annual Average Emissions - 2002



**FIGURE ES-5**  
**Top Ten Categories for SOx Emissions**  
**SOx Annual Average Emissions - 2002**



The combined Ports of Los Angeles and Long Beach including sources such as ocean-going vessels, harbor craft, trains, trucks, and cargo handling equipment represent the largest single source of emissions in the Basin, accounting for 73% of SOx, 24% of NOx, and 10% of PM2.5 in 2020.

### **WHAT IS THE OVERALL CONTROL STRATEGY TO MEET THE CURRENT AIR QUALITY STANDARDS?**

The Draft 2007 AQMP builds upon improvements accomplished from the previous plans, and aims to incorporate all feasible control measures while balancing costs and socioeconomic impacts. The few years remaining to meet attainment deadlines afford little margin for error in implementing such a comprehensive control strategy. Further, the combined control strategies selected to attain the federal PM2.5 and 8-hour ozone standards must complement each other, representing the most effective route to achieve and maintain the standards.

The Draft 2007 AQMP relies on a comprehensive and integrated control approach aimed at achieving the PM2.5 standard by 2015 through implementation of short-term and mid-term control measures and achieving the 8-hour ozone standard by 2021/2024 based on implementation of additional long-term measures. Table ES-1 presents the overall reductions necessary for demonstrating attainment of the PM2.5 standard by 2015 and the 8-hour ozone standard by 2020. In order to demonstrate attainment by the prescribed deadlines, emission reductions needed for attainment must be in place by 2014 and 2020/2023 timeframe.



**Table ES-1**  
**Emission Reduction Targets for**  
**PM2.5 and 8-Hour ozone Attainment**  
**(tons per day, % reduction)**

	2014	2020
<b>NOx</b>	<b>239 (36%)</b>	<b>286 (50%)</b>
<b>VOC</b>	<b>142 (24%)</b>	<b>300 (54%)</b>
<b>SOx</b>	<b>49 (70%)</b>	<b>---</b>
<b>PM2.5</b>	<b>14 (14%)</b>	<b>---</b>

Since PM2.5 in the Basin is overwhelmingly formed secondarily, the overall draft control strategy focuses on reducing precursor emission of SOx, directly-emitted PM2.5, NOx, and VOC instead of fugitive dust. Based on the District's modeling sensitivity analysis, SOx reductions, followed by directly-emitted PM2.5 and NOx reductions, provide the greatest benefits in terms of reducing the ambient PM2.5 concentrations. While VOC reductions are less critical to overall reductions in PM2.5 air quality (compared with equivalent SOx, directly-emitted PM2.5, and NOx reductions), they are heavily relied upon for meeting the 8-hour ozone standard. It is further determined that SOx is the only pollutant that is projected to grow in the future, due to ship emissions at the ports, requiring significant controls. Directly-emitted PM2.5 emission reductions from on-going diesel toxic reduction programs and from the short-term and mid-term control measures are also incorporated into the Draft 2007 AQMP. NOx reductions primarily based on mobile source control strategies (e.g., add-on control devices, alternative fuels, fleet modernization, repowers, retrofits) are also relied upon for attainment. Adequate VOC controls need to be in place in time for achieving significant VOC reductions needed for the 8-hour ozone standard by 2021/2024. Reducing VOC emissions in early years would also ensure continued progress in reducing the ambient ozone concentrations. The 8-hour ozone control strategy relies on the implementation of the PM2.5 control strategy augmented with additional long-term VOC and NOx reductions for meeting the standard by 2020/2023 timeframe. With respect to PM10, since the Basin will not attain the annual standard by 2006 for one station, additional local programs are proposed to address the attainment issue in an expeditious manner.

The Draft 2007 AQMP control measures consist of three components: 1) the District's Stationary and Mobile Source Control Measures; 2) State and Federal Control Measures recommended by CARB and/or District staff; and 3) Regional Transportation Strategy

and Control Measures provided by SCAG. These measures are outlined in Appendices IV-A, IV-B, and IV-C, respectively.

The District's control strategy for stationary and mobile sources is based on the following approaches: 1) facility modernization; 2) energy efficiency and conservation; 3) good management practices; 4) market incentives/compliance flexibility; 5) area source programs; 6) emission growth management; and 7) mobile source programs.

The Draft AQMP also includes District staff's recommended State and federal stationary and mobile source control measures since the California Air Resources Board (CARB) has only developed an overview of a possible control strategy for PM<sub>2.5</sub> (see Chapter 4). The measures, prepared by District staff and recommended for CARB's consideration for inclusion into the final AQMP, include strategies such as Smog Check Program enhancements, extensive fleet modernization of on-road heavy-duty diesel vehicles and off-road diesel equipment, accelerated penetration of advanced technology vehicles, low-sulfur fuel for marine engines, accelerated turn-over of high-emitting off-road engines, and gasoline and diesel fuel reformulations.

Finally, the emission benefits associated with the 2004 Regional Transportation Plan and the 2006 Regional Transportation Improvement Program are also reflected in the Draft 2007 AQMP.

## **WHAT ARE THE MAIN CHALLENGES OF ATTAINMENT?**

Attainment of the new federal PM<sub>2.5</sub> and 8-hour ozone standards poses yet another tremendous challenge for the South Coast Air Basin. The latest emissions inventory and air quality modeling analysis employed in the Draft 2007 AQMP indicate that significant reductions above and beyond those already achieved are still needed for meeting these standards. In order to determine the optimal path to clean air and the overall design of the final Plan, the following issues are presented for soliciting input from all stakeholders, technical experts, and the general public.

- Uncertainties in Mobile Source Emissions Inventory

Although the emissions inventory and projections in the Draft 2007 AQMP represent the latest available methodologies, emission factors, and growth projections, there are uncertainties in the mobile source emissions inventory which need to be addressed in the final AQMP or, if necessary, immediately following the AQMP adoption. The mobile source inventory for this Draft AQMP represents an increase over the previous AQMP primarily because of ethanol permeation, heavy-duty vehicle in-use emissions, increased evaporative emissions for pleasure craft, and other adjustments. Furthermore, there are some concerns over the projected emissions in the off-road model because of the

equipment life and turn-over rate assumptions which may result in under-estimation of future emissions. While the technical work to improve the inventory is on-going, the past plan revisions have shown continuous upward adjustment of the mobile source inventory. The control strategy for attainment demonstration should provide a certain level of safety margin to address this potential underestimation of emissions with only seven years remaining for PM2.5 attainment.

- Adequacy of Reductions for PM2.5 Attainment

Attainment of the federal health-based PM2.5 standard would demand significant emission reductions in PM2.5 components within the next seven years. Based on the District's air quality modeling analysis, these reductions are on the order of 239 tons per day of NOx, 49 tons per day of SOx, 14 tons per day of PM2.5, and 142 tons per day of VOC emissions. Although the District will continue to refine its modeling analysis over the next few months for inclusion into the Final Plan, this range of reductions identifies the overall path to clean air and policy direction in designing the attainment strategy.

In 2014, emission sources under the District's jurisdiction will account for 11% of NOx and 24% of VOC and SOx emissions in the Basin. Although these stationary sources are currently subject to some of the most rigorous regulations known, in view of the magnitude of reductions for PM2.5 attainment, the District is proposing thirty short-term and mid-term control measures in the Draft AQMP. The estimated reductions from measures that have been quantified are 7.7 t/d of NOx, 3 t/d of SOx, 7.2 t/d of VOC, and 1.4 t/d of PM2.5 by 2014. Since emission reductions for many of the measures are to be better quantified at a later date, the total reductions will likely be higher.

However, in order to meet the federal PM2.5 standard by 2014, significant additional reductions are required from sources under state and federal jurisdictions. CARB has the overall responsibility of developing the State Element of the SIP outlining the state's specific short-term and long-term strategies for reducing emissions from mobile sources and consumer products. Traditionally, the District has incorporated CARB's proposed strategies in the Draft AQMP in developing the overall attainment strategy. However, for this Draft AQMP, CARB has not yet developed its Draft State Element and has only released its proposed concepts for reducing emissions from major mobile source categories and consumer products (Table 4-5).

Since CARB's proposed concepts appear to fall significantly short of the required reductions for PM2.5 attainment, the District staff is recommending a number of specific control measures with defined strategies and necessary reductions for mobile sources and consumer products for CARB's consideration (Table 4-6). Although CARB plans to release its Draft State Element in January 2007, the District staff believes that greater opportunity for public debate and review of the potentially alternative strategies for inclusion into the Final Plan is warranted. It is envisioned that the proposed measures in

this Draft Plan will undergo further agency and public review and reflect any adjustments to emissions inventory and modeling before inclusion into the Final Plan.

- 8-Hour Ozone Non-Attainment Classification – Bump-Up Request

The South Coast Air Basin is classified as a “severe-17” non-attainment area for the federal 8-hour ozone standard with an attainment date of 2021. Such classification precludes the Basin from relying on undefined reductions (i.e., “black box”) which are based on the anticipated development of new control technologies or improvement of existing technologies (Section 182(e)(5) of the federal Clean Air Act) for attainment demonstration. However, the federal regulation allows regions such as the Basin to request for a bump-up to an “extreme” classification in order to be able to rely on 182(e)(5) measures for attainment. The District is considering exercising this option for the Draft 2007 AQMP because of the significant level of additional reductions required for attainment which are not likely to be achieved from existing technologies.

Although the “extreme” classification for the Basin would allow the use of long-term measures and possibly extend the attainment date by three years to 2024, there are concerns associated with the resulting increased stringency of requirements for stationary sources (i.e., higher offset ratio, lower major source definition for Title V facilities) under an “extreme” classification. Unless adequate defined control measures are identified for meeting the ozone reduction target by 2021, the District will have no choice but to request for this re-classification. During the public review process, the District will solicit additional control ideas to determine if existing technologies can be more aggressively implemented such that 182(e)(5) measures are not needed for the 8-hour attainment demonstration.

- Fair Share Agency Responsibility

In order to achieve necessary reductions for meeting air quality standards, all four agencies (i.e., AQMD, CARB, U.S. EPA, and SCAG) would have to aggressively develop and implement control strategies through their respective plans, regulations, and alternative approaches for pollution sources within their primary jurisdiction. Even though SCAG does not have direct authority over mobile source emissions, it will commit to the emission reductions associated with implementation of the 2004 Regional Transportation Plan and 2006 Regional Transportation Improvement Program which are imbedded in the emission projections. Similarly, the Ports of Los Angeles and Long Beach have authority they must utilize to assist in the implementation of various strategies if the region is to attain clean air by federal deadlines.

The following figures represent the projected emission contributions by agency primary authority for major pollutants in 2014 and 2020.

FIGURE ES-6

Emissions Contribution by Agency  
(2014, Annual Average Inventory)

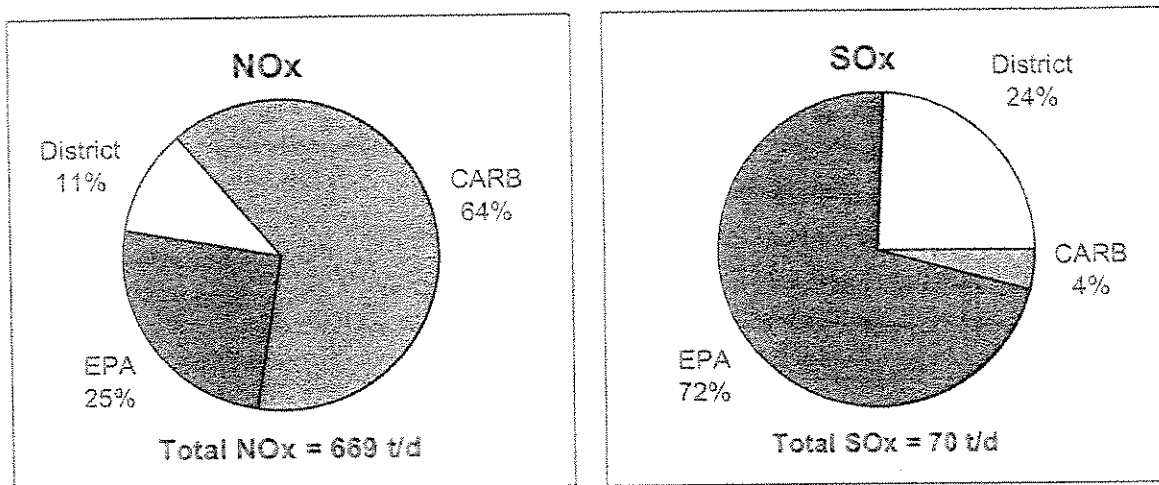
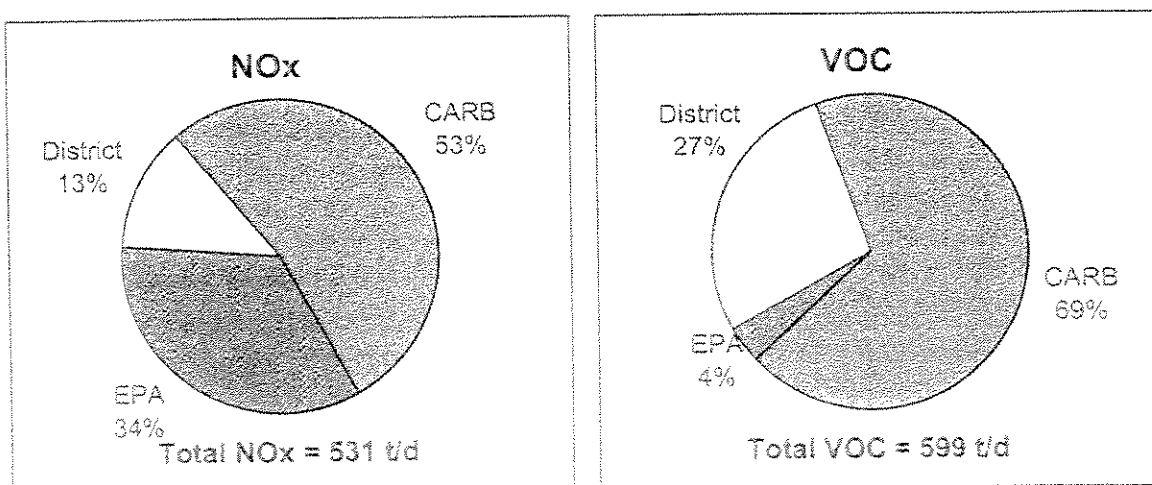


FIGURE ES-7

Emissions Contribution by Agency  
(2020, Planning Inventory)



Although the District has completely met its obligations under the 2003 AQMP and stationary sources subject to the District's jurisdiction account for only 11% of NOx and 24% of SOx emissions in the Basin in 2014, the Draft 2007 AQMP contains several short-term and mid-term control measures aimed at achieving further NOx and SOx reductions (as well as VOC and PM2.5 reductions) from these already regulated sources. These strategies are based on facility modernization, energy conservation measures and more stringent requirements for existing equipment (e.g., space heaters, ovens, dryers, furnaces). In addition to short-term and mid-term control measures, the District is also committing to long-term VOC reductions of 32 t/d by 2020 for the 8-hour ozone attainment.

Clean air for this region requires CARB to aggressively pursue reductions and strategies for on-road and off-road mobile sources and consumer products. In addition, considering the significant contribution of federal sources such as marine vessels, locomotives, and aircraft in the Basin (i.e., 72% of SOx and 34% of NOx), it is imperative that the U.S. EPA pursue and develop regulations for new and existing federal sources to ensure that these sources contribute their fair share of reductions toward attainment of the federal standards. Unfortunately, regulation of these emission sources has not kept pace with other source categories and as a result, these sources are projected to represent a significant and growing portion of emissions in the Basin. Without a collaborative and serious effort among all agencies, attainment of the federal standards would be seriously jeopardized.

- Funding Availability

The overall costs of implementing the control measures proposed in the Draft 2007 AQMP are expected to be in the billions of dollars. In-use mobile source fleet modernizations, accelerated retirement of high-emitting vehicles and equipment, alternative fuels and their infrastructure, advanced retrofits, facility modernization, and product reformulations and replacements are among strategies which require significant levels of funding. For illustration purposes, the estimated costs associated with the recently released San Pedro Bay Port's Draft Clean Air Action Plan and CARB's Goods Movement Plan targeting ports and goods movement sectors alone are approximately \$2 billion dollars and \$10 billion dollars, respectively. The costs of implementing the AQMP control measures affecting virtually all source categories in the Basin will add to these estimates. However, the economic values of avoiding adverse health effects are projected to be many times higher than the implementation cost of clean air strategies.

In order to meet the federal PM2.5 and 8-hour ozone ambient air quality standards, a significant amount of public and private funding will be required to implement some measures. A close collaboration among all stakeholders, government agencies, businesses, and residents would be critical to identify and secure adequate funding sources for implementing the AQMP control measures.

In addition to public funding for mobile sources, financial assistance to stationary sources should be explored in light of the need to further reduce emissions from local businesses. The draft plan discussed the desire to seek tax incentives for early deployment of clean air technologies as part of plant modernization or to establish "Carl Moyer" type programs for stationary sources for pollution prevention, such as process changes to apply near-zero pollution technologies.

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 17

**Date:** November 1, 2006

**Subject:** Update on local jurisdiction compliance with the SANBAG Development Mitigation Program

**Recommendation:**\* Information on status of local jurisdiction compliance with the SANBAG Development Mitigation Program

**Background:** A provision of the Measure I 2010-2040 Ordinance, approved by the voters of San Bernardino County on November 2, 2004, requires each local jurisdiction in the urbanized areas of San Bernardino County (Valley and Victor Valley) to adopt a development mitigation program that addresses regional transportation needs and complies with the 2005 update of the Congestion Management Program (CMP). Compliance is required by November 2, 2006, and most jurisdictions have made substantial progress in reaching this goal. This agenda item provides an update on the status of local jurisdiction compliance efforts.

As of mid-October, seven jurisdictions have fully compliant development mitigation programs, and three additional jurisdictions have "conditionally compliant" programs. Conditionally compliant means that the jurisdiction must take one or more "cleanup" items to their city councils for approval within approximately one month following the November 2 due date. The compliant programs currently include:

\*

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

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1. City of Chino Hills
2. City of Colton
3. City of Fontana (conditional)
4. City of Grand Terrace
5. City of Hesperia (conditional)
6. City of Montclair
7. City of Ontario (conditional)
8. City of Rancho Cucamonga
9. City of San Bernardino
10. City of Yucaipa

The status of the other programs is as follows:

**Adelanto**—The City is taking their fees to Council on October 25, 2006 for the first reading. The second reading of the fee plan will occur in early November.

**Apple Valley**—Adopted impact fees in May 2005. SANBAG staff has reviewed the program and has provided the Town with a list of items that need to be corrected prior to the program being certifiable. Town staff is working to make the necessary corrective measures to their program and plans to take the amendments to its program before the Town Council in early November.

**Chino**—The City has two separate fee plans currently in place, one for the City of Chino and a separate fee plan for the Preserve. SANBAG staff has reviewed the existing fee plans and has discussed with City staff the items that need to be addressed prior to their program being certifiable. The City of Chino adopted the necessary amendments to its development mitigation programs at its October 17, 2006 City Council Meeting. City staff will submit their program for a determination of compliance by October 27, 2006.

**Highland**—SANBAG staff has reviewed Highland's program and has provided its comments. The City has already taken the fee plan before its Council for the first reading. The City anticipates taking the program before its Council in late October.

**Loma Linda**—The City retained a consultant to develop a transportation impact fee. City staff has submitted SANBAG draft material for review.

**Redlands**—The City has provided draft material to SANBAG staff. The City will take their program before Council for its first reading on November 7. The

second reading is scheduled for November 21, at which time the fees are anticipated to be adopted.

**Rialto**—The City has retained a fee consultant, and SANBAG staff has reviewed and commented on the draft material. City staff presented an initial report on the fee program to Council on October 17 and intends to take the fees before Council for adoption in late November.

**Upland**— The City adopted development mitigation fees at its September 25, 2006 City Council Meeting. The program has been submitted to SANBAG Staff for review and a determination of compliance. At the time this agenda item was prepared staff has not yet determined if the program is compliant.

**Victorville**—The City has development mitigation fees in place, and it has submitted its program for a determination of compliance. At the time this agenda item was prepared staff has not yet determined if the program is compliant.

**San Bernardino County**—SANBAG staff has reviewed several iterations of draft fee material. County staff has been working with the Supervisors to finalize the fee plans.

Given that this is the last Board of Directors meeting prior to the deadline for development mitigation program compliance, some background on the implications of non-compliance is appropriate. The Measure I 2010-2040 Ordinance states “each local jurisdiction identified in the Development Mitigation Program must adopt a development financing mechanism within 24 months of voter approval of this Measure I”. According to Appendix J of the CMP, jurisdictions may be found out of compliance with the CMP for one of three reasons.

1. Failure to adopt and maintain a development mitigation program that satisfies the CMP criteria
2. Failure to provide development mitigation program updates within the prescribed time frames
3. Failure to submit complete annual reports to SANBAG in a timely manner.

Chapter 1 of the CMP references relevant State law regarding a finding of nonconformance and provides the process for withholding Section 2105 gas tax dollars. The “agency” in State law refers in this case to SANBAG as the designated Congestion Management Agency. Chapter 1 states,

- “(a) If the agency determines, following a noticed public hearing, that a city or county is not conforming with the requirements of the congestion management program, the agency shall notify the city or county in writing of the specific areas of nonconformance. If, within 90 days of the receipt of the written notice of nonconformance, the city or county has not come into conformance with the congestion management program, the governing body of the agency shall make a finding of nonconformance and shall submit the finding to the commission and to the Controller.
- (b)
  - (1) Upon receiving notice from the agency of nonconformance, the Controller shall withhold apportionments of funds required to be apportioned to that nonconforming city or county by Section 2105 of the Streets and Highways Code.
  - (2) If, within the 12-month period following the receipt of a notice of nonconformance, the Controller is notified by the agency that the city or county is in conformance, the Controller shall allocate the apportionments withheld pursuant to this section to the city or county.
  - (3) If the Controller is not notified by the agency that the city or county is in conformance pursuant to paragraph (2), the Controller shall allocate the apportionments withheld pursuant to this section to the agency.
- (c) The agency shall use funds apportioned under this section for projects of regional significance which are included in the capital improvement program required by paragraph (5) of subdivision (b) of Section 65089, or in a deficiency plan which has been adopted by the agency. The agency shall not use these funds for administration or planning purposes.”

SANBAG staff is working diligently with local jurisdiction staffs to maximize the likelihood of compliance on the part of all the local jurisdictions, within the bounds of the language of the Measure I 2010-2040 ordinance.

It should also be noted that jurisdictions have been provided with three options for adoption of the cost escalation factor approved by the SANBAG Board in July, 2006:

1. Adopt the escalation factor into their local development mitigation programs and provide a copy of the resolution to SANBAG by November 2006.

2. In 2007, adopt both this year's and next year's escalation factors into their local development mitigation programs and provide a copy of the resolution to SANBAG by November 2007. Local jurisdictions choosing to pursue this option would need to provide a letter to SANBAG noting this decision by November 2006.
3. If a jurisdiction has not yet adopted their local development mitigation program, use the revised Nexus Study Tables 7 and 8 (see Attachment 3 in the July 5, 2006 Board agenda item), which includes the proposed escalation factor, as their revised development mitigation program and provide a copy of the development mitigation program to SANBAG for determination of compliance, consistent with Appendix J of the Congestion Management Program, by November 2, 2006.

Copies of the relevant resolutions or letters will be needed by the end of November, 2006. Jurisdictions that have not provided the relevant resolutions or letters by the end of November 2006, may be determined in non-compliance with the CMP.

**Financial Impact:** This item is consistent with the adopted FY 2006-2007 budget. TN20307000. The development mitigation program is an essential element of the funding estimates contained in the Expenditure Plan for Measure I 2010-2040.

**Reviewed By:** This item was reviewed by the Plans and Programs Policy Committee on October 18, 2006. (*Meeting chaired by Paul Eaton*)

**Responsible Staff:** Ryan Graham, Transportation Planning Specialist  
Steve Smith, Principal Transportation Analyst  
Ty Schuiling, Director of Planning and Programming

## **ADDITIONAL INFORMATION**



# South Coast Air Quality Management District

21865 Copley Drive, Diamond Bar, CA 91765-4178  
(909) 396-2000 • www.aqmd.gov

Members of the  
Governing Board:

October 10, 2006

Chairman

**Dr. William A. Burke**  
Speaker of the Assembly  
Appointee

To: Mayors and Councilmembers

Vice Chairman

**S. Roy Wilson, Ed.D.**  
Supervisor, Fourth District  
County of Riverside

From: Dennis R. Yates, Mayor/City of Chino  
Cities of San Bernardino County  
Board Member, South Coast AQMD

**Michael D. Antonovich**  
Supervisor, Fifth District  
County of Los Angeles

Attached are the agenda items and the voting outcome of the October 6, 2006 AQMD Governing Board meeting.

**Jane W. Carney**  
Senate Rules Appointee

## PUBLIC HEARING ITEMS APPROVED AT OCTOBER 6, 2006 BOARD MEETING

**Ronald O. Loveridge**  
Mayor, Riverside  
Cities of Riverside County

**Direct the Executive Officer to Implement and Enforce the 100 gram per liter VOC Limit for Lithographic Printing on Newsprint or Amend Rule 1171 Relative to Newsprint (Continued from September 8, 2006 Board Meeting)**

**Gary C. Oviatt**  
Supervisor, Fourth District  
County of San Bernardino

At the July 14, 2006 meeting, the Board adopted PAR 1171 but directed staff to further evaluate portions of the rule that are applicable to newsprint and exercise enforcement discretion to not enforce the 100 gram per liter limit against newsprint operations in the interim. Staff has completed its evaluation, and is recommending to proceed with the implementation and enforcement of the 100 gram per liter VOC limit for clean up solvents for ink application equipment used for lithographic printing on newsprint. (Review: Stationary Source Committee, September 22, 2006)

**Jan Perry**  
Councilmember, 9<sup>th</sup> District  
Cities Representative  
Los Angeles County/Western Region

**Miguel A. Pulido**  
Mayor, Santa Ana  
Cities of Orange County

**Tonia Reyes Uranga**  
Councilmember, City of Long Beach  
Cities of Los Angeles County/  
Eastern Region

**Majority Vote: 11 yes, 0 no, 1 absent**

**James W. Silva**  
Supervisor, Second District  
County of Orange

**Adopt Proposed Rule 410 – Odors from Transfer Stations and Material Recovery Facilities**

*(Continued from September 8, 2006 Board Meeting)*

**Cynthia Verdugo-Peralta**  
Governor's Appointee

Proposed Rule 410 establishes requirements for transfer stations and material recovery facilities (MRFs) handling municipal solid waste. The purpose of the proposed rule is to provide a preventative approach to reduce odors from transfer stations and MRFs. The proposed rule will apply to new, modified, and existing transfer stations and MRFs. Under the

**Dennis R. Yates**  
Mayor, Chino  
Cities of San Bernardino County

proposed rule, affected facilities would be required to submit an Odor Management Plan. The proposed rule will have an exemption option for submittal of the PR 410 Odor Management Plan if the facility has an Odor Management Plan approved by its Local Enforcement Agency that is incorporated in their solid waste permit. (Review: Stationary Source Committee, September 23, 2005, May 26, 2006, and July 28, 2006)

**Majority Vote:** 11 yes, 0 no, 1 absent

**Implement Staff Recommended Methodology for Calculating PM2.5 and PM2.5 Regional and Localized Significance Thresholds to Determine PM2.5 Significance in CEQA and National Environmental Policy Act (NEPA) Documents**

In response to adoption of PM2.5 ambient air quality standards by U.S. EPA and CARB, AQMD staff has developed a methodology for calculating PM2.5 emissions when preparing air quality analyses for CEQA or NEPA documents. Further, to determine if PM2.5 air quality impacts are significant, staff has also developed recommended regional and localized significance thresholds. During the development of the PM2.5 thresholds, AQMD staff met with a stakeholder working group and held a public workshop to solicit public input. (Review: Mobile Source Committee, July 28, 2006)

**Majority Vote:** 11 yes, 0 no, 1 absent

**PUBLIC HEARINGS SET FOR NOVEMBER 3, 2006 BOARD MEETING**

**Amend Rule 1403 – Asbestos Emissions from Demolition/Renovation Activities**

Rule 1403 limits asbestos emissions from building demolition and renovation activities including the removal and associated disturbance of asbestos-containing materials, as well as the storage and disposal of asbestos-containing waste material (ACWM) generated or handled by these activities. The proposed amendments are designed to clarify rule intent, ease enforcement of the rule's requirements, and improve overall rule effectiveness. (Review: Stationary Source Committee, September 22, 2006)

**Amend Rule 1470 – Requirements for Stationary Diesel-Fueled Internal Combustion and Other Compression Ignition Engines**

Rule 1470 was adopted by the Board on April 2, 2004 to implement the Airborne Toxic Control Measure (ATCM) for Stationary Compression Ignition Engines adopted by CARB.

Amendments to Rule 1470 are proposed to reflect recent amendments to the state ATCM that became effective in September 2005. Proposed changes resulting from the amended ATCM include allowing up to 30 hours of operation of diesel emergency standby engines at health facilities for maintenance and testing. New and modified definitions, date clarifications, grammatical corrections, and other corrections (e.g., numbering) are also proposed. (Review: Stationary Source Committee, July 28, 2006)

APPOINTING/ELECTING AUTHORITY	REGIONAL COUNCIL (12:00 noon)	POLICY COMMITTEES (RC Members Serve on One Each) (Subregional Appointments) (County Commissions Appoint One to TCC) (10:00 a.m.)		
		Community, Economic, and Human Development	Energy and Environment	Transportation and Communications
District 6 (Grand Terrace, Colton, Loma Linda, Redlands, Yucaipa)	L. Garcia			L. Garcia
District 7 (San Bernardino, Highland)	L. McCallon			
District 8 (Rialto, Fontana)	D. Robertson			
District 9 (Rancho Cucamonga, Upland, Montclair)	P. Eaton		P. Eaton	
District 10 (Chino, Chino Hills, Ontario)	A. Wapner			A. Wapner
District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yucca Valley)	L. Dale			L. Dale
District 65 (Adelanto, Apple Valley, Hesperia, Victorville)	T. Jasper			
San Bernardino County	G. Ovitt	T. Jasper		G. Ovitt
SANBAG Subregional Appointees*		K. Chastain	J. Harrison	M. Nuaimi
*One appointee to each policy committee for a total of three appointees per subregion, plus one additional appointee for every SCAG District over three in the subregion. SANBAG has a total of seven subregional appointees to the policy committees.		Vacant (D. Williams) Vacant ( L. McCallon)	P. Lilburn	Vacant (G. George)

#### Rules of Appointment

1. SANBAG policy stipulates that all SANBAG appointees be SANBAG Board Members.
2. SCAG President appoints Regional Council members to Standing and Policy Committees.

#### Terms of Appointment

Terms of appointment for Regional Council members representing odd numbered districts expire immediately following the SCAG General Assembly in April of odd numbered years. Terms of appointment for Regional Council members representing even numbered districts expire immediately following the SCAG General Assembly in May of even numbered years. SANBAG appointments to SCAG Policy Committees are for a term from May through the next regular SCAG general assembly of the following year.

#### Stipend

SCAG provides Regional Council members \$100 per day for a maximum of four meetings per month, plus mileage. A stipend for the fifth meeting per month may be received on approval by SCAG's Executive Director. SCAG also provides subregional appointees representing SANBAG on SCAG Policy Committees \$70 per meeting.

#### Meeting Information

The regular meetings of SCAG Regional Council, Standing Committees, and Policy Committees are on the first Thursday of each month at the SCAG Offices located at 818 W. Seventh Street, Los Angeles: 10:00 a.m., Policy Committees 12:00 noon, Regional Council

#### Policy Committees

**Community, Economic, and Human Development:** Provides policy recommendations to the Regional Council on subjects of housing, land use, resource, economic, community development, infrastructure, employment, and regional disaster preparedness issues. Reviews and recommends to the Planning Committee revisions to the Housing, Economy, Growth Management, Human Resources, and Finance Chapters of the Regional Comprehensive Plan and Guide.

**Energy and Environment:** Acts as the policy advisory committee to the Regional Council on environmental issues, including air and water, hazardous, solid waste management, natural resources conservation, and energy conservation. Reviews the Environmental Impact Report of the Regional Comprehensive Plan and Guide. Provides recommendations to the Planning Committee on state and federal legislative proposals and administrative guidelines affecting environmental quality, resource conservation, **Transportation and Communications:** Acts as the policy advisory committee to the Regional Council on all regional matters pertaining to the movement of goods and people on land, water, and air. Reviews and recommends to the Regional Council all major utility development plans. Addresses the location, size, or capacity, timing, and impact of facilities.



# SANBAG Policy Committee Membership

August 4, 2006

Page 1 of 2

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<b>Administrative Committee</b> SANBAG President, Vice President, and Immediate Past President 3 East Valley (2 City, 1 County) 3 West Valley (2 City, 1 County) 3 Mt/Desert (2 City, 1 County) City members shall be SANBAG Board Members elected by caucus of city SANBAG Board Members within the subarea. Supervisors collectively select their representatives. The SANBAG Vice President shall serve as Chair of the Administrative Committee.	Makes recommendations to Board of Directors and: (1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity; (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization; (3) Serves as policy review committee for any program area that lacks active policy committee oversight.  Committee has authority to approve contracts of up to \$25,000 with Board of Directors ratification to follow.	James Lindley, Vice President (Chair) Dennis Hansberger, President (Vice Chair) Paul Biane, Past President Robert Christman, Loma Linda Bea Cortes, Grand Terrace Paul Eaton, Montclair Josie Gonzales, Supervisor Darrell Mulvihill, Big Bear Lake Gwenn Norton-Perry, Chino Hills Gary Ovitt, Supervisor Bill Postmus, Supervisor Rick Roelle, Apple Valley	6/30/2007 6/30/2007 6/30/2007 12/31/2007 12/31/2006 12/31/2006 12/31/2007 12/31/2006 12/31/2007 12/31/2006 12/31/2007 12/31/2006
<b>Commuter Rail Committee</b> Nine Valley-elected officials, four of who shall be the Southern California Regional Rail Authority primary (*) and alternate (**) members. The terms of appointments for SCRRA members and alternates shall be concurrent with their term on SCRRA. The four remaining members shall be SANBAG Board Members appointed by the SANBAG President for two-year terms.	Provides policy guidance and recommendations to the SANBAG Board of Directors and Southern California Regional Rail Authority delegates with respect to commuter rail service in San Bernardino County.  * SCRRA Primary Member ** SCRRA Alternate Member	Pat Gilbreath, Redlands (Chair) ** Lee Ann Garcia, Grand Terrace (Vice Chair) Paul Biane, Supervisor Robert Christman, Loma Linda Paul Eaton, Montclair * Pat Morris, San Bernardino * Alan Wapner, Ontario Diane Williams, Rancho Cucamonga ** Vacant (Kelly Chastain), Colton	Indeterminate (6/30/2007) 12/31/2006 (6/30/2007) 12/31/2006 12/31/2007 Indeterminate Indeterminate 12/31/2008 Indeterminate 12/31/2007
<b>Mountain/Desert Committee</b> Membership consists of SANBAG Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First and Third Districts.	Provides ongoing policy level oversight related to the full array of SANBAG responsibilities as they pertain specifically to the Mountain/Desert subregion. The Committee also meets in conjunction with the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan.	Bill Postmus, Supervisor (Chair) James Lindley, Hesperia (Vice Chair) Kevin Cole, Twentynine Palms Paul Cook, Yucca Valley Lawrence Dale, Barstow Dennis Hansberger, Supervisor Darrell Mulvihill, Big Bear Lake Trinidad Perez, Adelanto Rick Roelle, Apple Valley Mike Rothschild, Victorville Rebecca Valentine, Needles	Indeterminate (6/30/2006) Indeterminate (6/30/2006) Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate

## SANBAG Policy Committee Membership

[illegible]

## Policy Committee Meeting Times

Administrative Committee  
Commuter Rail Committee  
Major Projects Committee  
Mountain/Desert Committee  
Plans & Programs Committee

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CAC	Call Answering Center
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CALTRANS	California Department of Transportation
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CHP	California Highway Patrol
CMAQ	Congestion Mitigation and Air Quality
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CSAC	California State Association of Counties
CTA	California Transit Association
CTAA	Community Transportation Association of America
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DMO	Data Management Office
DOT	Department of Transportation
E&H	Elderly and Handicapped
EIR	Environmental Impact Report
EIS	Environmental Impact Statement
EPA	United States Environmental Protection Agency
ETC	Employee Transportation Coordinator
FEIS	Final Environmental Impact Statement
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICMA	International City/County Management Association
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds
MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MIS	Major Investment Study
MOU	Memorandum of Understanding

## SANBAG Acronym List

2 of 2

MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
MTP	Metropolitan Transportation Plan
NAT	Needles Area Transit
OA	Obligation Authority
OCTA	Orange County Transportation Authority
OWP	Overall Work Program
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PPM	Planning, Programming and Monitoring Funds
PSR	Project Study Report
PTA	Public Transportation Account
PVEA	Petroleum Violation Escrow Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
ROD	Record of Decision
RTAC	Regional Transportation Agencies' Coalition
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SANBAG	San Bernardino Associated Governments
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SED	Socioeconomic Data
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
SRTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 <sup>st</sup> Century
TIA	Traffic Impact Analysis
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TOC	Traffic Operations Center
TOPRS	Transit Operator Performance Reporting System
TSM	Transportation Systems Management
USFWS	United States Fish and Wildlife Service
UZAs	Urbanized Areas
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

## CALENDAR OF EVENTS

November 2006

<b>SANBAG Meetings – Cancelled: NONE</b>			
<b>SANBAG Meetings – Scheduled:</b>			
SCAG Delegates	Nov. 1	After Board Meeting	El Capitan
Administrative Committee	Nov. 8	9 a.m.	The Super Chief
Major Projects Committee	Nov. 9	9 a.m.	The Super Chief
SCRRA Delegates Briefing	Nov. 15	10 a.m.	Casa del Desierto
Plans and Programs Committee	Nov. 15	12 noon	The Super Chief
Commuter Rail Committee	Nov. 16	12 noon	The Super Chief
Mountain-Desert Committee	Nov. 17	9 a.m.	Town of Apple Valley

<b>Other Meetings:</b>			
Municipal Pavement Workshop	Nov. 14	12:30 p.m.	The Super Chief
I-215 Open House	Nov. 16	4:30 p.m.	Santa Fe Depot
WTS Scholarship Luncheon	Nov. 29	11:30 a.m.	Santa Fe Depot
Focus on the Future	Dec. 3-5		San Diego

For additional information, please contact SANBAG at 909 884-8276

# ***San Bernardino Associated Governments***



## **MISSION STATEMENT**

To enhance the quality of life for all residents, San Bernardino Associated Governments (SANBAG) will:

- Improve cooperative regional planning
- Develop an accessible, efficient, multi-modal transportation system
- Strengthen economic development efforts
- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

Approved June 2, 1993  
Reaffirmed March 6, 1996